

October 30, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACTS TO PROVIDE GANG INTERVENTION SERVICES IN  
SCHOOL CLUSTER 5 UNDER THE JUVENILE JUSTICE CRIME PREVENTION ACT**

**(3 VOTE, SUPERVISORIAL DISTRICT 5)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve attached contracts with Communities in Schools of San Fernando Valley and Asian Youth Center to provide gang intervention services to youth in the Santa Clarita/San Fernando Valley and San Gabriel Valley areas for School Cluster 5, in an amount not to exceed \$273,527 each, for a total of \$547,054 fully offset by Juvenile Justice Crime Prevention Act funds for the period of December 1, 2003 through June 30, 2004 with two 12-month options to extend.
2. Instruct the Chair, Board of Supervisors, to sign the attached contracts.
3. Delegate authority to the Chief Probation Officer to approve the addition or replacement of any agency subcontracting with the recommended contractors, and to execute modifications to the contracts to extend the terms for up to two (2) additional 12-month periods, contingent on continued legislative funding and approval as to form by County Counsel.
4. Delegate authority to the Chief Probation Officer to execute modifications to the contracts not exceeding twenty-five percent (25%) of the total contract costs and/or one hundred eighty (180) days to the periods of performance pursuant to the terms contained therein, upon approval as to form by County Counsel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

The purpose of the recommended actions is to obtain Board approval for contracts with two (2) community-based organizations (CBOs) to provide gang intervention program services in School Cluster 5 under the Juvenile Justice Crime Prevention Act (JJCPA) program. The contracted services will include gang intervention services for gang-involved youth referred by the Probation Department, law enforcement and the CBOs. Additional services include coordinating transportation to and from service delivery sites, monitoring attendance, mentoring services, and individual, family and group counseling. The recommended agencies and the areas they will serve are (1) Communities in Schools of San Fernando Valley for the Santa Clarita/San Fernando Valley service area and (2) Asian Youth Center for the San Gabriel service area. The contracted agencies will be required to subcontract with CBOs in their targeted service areas as part of the Comprehensive Multi-Agency Juvenile Justice Plan (Plan).

### **Implementation of Strategic Plan Goals**

The recommended Board action is consistent with the Countywide Strategic Plan Service Excellence Goal #1 and Children and Families' Well-Being Goal #5. Implementation of the recommendations will enable a continuum of service models for gang-involved youth that include community-based intervention and suppression services.

### **FINANCIAL IMPACT/FINANCING:**

The proposed contracts will not exceed \$273,527 each, for a total of \$547,054. These costs are 100% offset by JJCPA funds, which are included in the FY 2003-2004 Probation Department's Budget. Consequently, no net County cost is required to fund the recommended contracts. The contracts include provisions for non-appropriation of funds and budget reductions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

On March 20, 2001, your Board authorized the Chief Probation Officer to finalize the Plan and apply to the State Board of Corrections (BOC) for Crime Prevention Act of 2000 funding, now known as the Juvenile Justice Crime Prevention Act (JJCPA).

SB 736 (Poochigian–Burton) addressed the future of JJCPA and authorized the BOC to use \$116,300,000 for all participating counties for FY 2002-2003. Los Angeles County's allocation was \$32,742,714. For FY 2003-2004, \$116,300,000 was again authorized for all participating counties. The adjusted Los Angeles County's allocation for FY 2003/2004 is \$32,612,056, a reduction of \$130,658. Consistent with the Plan, the Probation Department solicited for CBOs to provide gang intervention services in five geographically assigned School Clusters. However, the contracts awarded to provide services in the Santa Clarita/San Fernando Valley and San Gabriel Valley service areas were not renewed after their second contract term ended on June 30, 2003. Consequently, the Department solicited for services in the two areas.

The proposed contracts are for the period of December 1, 2003 through June 30, 2004. The contract terms may be extended up to two (2) additional 12-month periods contingent on continued legislative funding and approval as to form by County Counsel. The scope of work for the contracted services includes providing gang intervention services to gang-involved youth, including transportation to and from service sites to youth attending specific schools in the targeted service areas.

In accordance with the Department of Human Resources memorandum dated November 16, 1995, these contracts have been reviewed in regard to the provisions for hiring displaced County employees. The contractors agree to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of these contracts and during the life of the contracts.

In accordance with the Chief Administrative Office memorandum dated October 6, 1997, these contracts contain County requirements regarding the hiring of participants in the GAIN program.

In accordance with the Auditor-Controller memorandum dated March 2, 2000, these contracts contain County requirements regarding contractor non-responsibility and debarment.

These are Non-Prop A contracts. Consequently, there are no departmental employee relations issues and they will not result in a reduction of County services.

The Department has evaluated the contracts and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

Probation will not request the contractor to perform services, which exceed the Board approved contract amount, scope of work, and/or contract dates.

County Counsel has approved the contracts as to form.

In accordance with the Jury Service Program, the contract contains County requirements regarding the provision of paid jury service time for their employees.

In accordance with the Chief Administrative Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

In accordance with the Chief Administrative Office memorandum dated May 5, 2003, the contract contains information regarding the Safely Surrendered Baby Law.

#### **CONTRACTING PROCESS:**

To solicit for the services, a comprehensive Request for Proposals (RFP) process was conducted. An RFP was developed for the two (2) areas in School Cluster 5, and through the solicitation and competitive negotiation process, approximately seven hundred (700) letters were sent to service providers. Advertisements were placed in the Los Angeles Times, Eastern Group Publications, Los Angeles Sentinel, and the County's Office of Small Business web site. As a result, twenty-six (26) potential providers requested copies of the RFPs and thirty (30) potential providers attended the mandatory bidder's conference. A total of seven (7) proposals were received for School Cluster 5: three (3) proposals were received for the Santa Clarita/San Fernando service area and four (4) proposals were received for the San Gabriel Valley service area.

The proposals were first reviewed using an initial screening "pass/fail" process to determine which proposals met the minimum requirements. The initial screening was consistent with the Selection Process and Evaluation Criteria set forth in the RFP.

The Honorable Board of Supervisors  
October 30, 2003  
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Proposals were submitted by Communities in Schools, Murrell's Community Service Agency, and United Community Action Network for the Santa Clarita/San Fernando area, and Asian Youth Center, Communities in Schools, Murrell's Community Service Agency, SPIRITT Family Services for the San Gabriel Valley area. These proposals were objectively evaluated by an Evaluation Committee comprised of Probation staff. The proposals were evaluated on the strengths and weaknesses of critical categories to the services to be provided and consistent with the factors identified in the RFP.

Communities in Schools of San Fernando Valley is being recommended for the Santa Clarita/San Fernando area, and Asian Youth Center for the San Gabriel Valley area because their proposals were responsive and deemed beneficial to the County based on their planned level of service and capability.

**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

Approval of the recommended actions will enable the Probation Department to fully comply with the Plan's mandate to contract with CBOs to provide gang intervention services.

Respectfully submitted,

RICHARD SHUMSKY  
Chief Probation Officer

RS:mc

Attachments (3)

c: Executive Officer, Board of Supervisors  
Chief Administrative Officer  
County Counsel



**CONTRACT WITH  
COMMUNITIES IN SCHOOLS OF SAN FERNANDO VALLEY  
TO PROVIDE GANG INTERVENTION SERVICES IN  
SCHOOL CLUSTER 5,  
SANTA CLARITA-SAN FERNANDO SERVICE AREA  
THROUGH THE JUVENILE JUSTICE CRIME PREVENTION ACT  
(JJCPA) FOR THE COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT**

December 1, 2003 – June 30, 2004

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**CONTRACT TO PROVIDE  
GANG INTERVENTION PROGRAM SERVICES FOR SCHOOL CLUSTER 5  
TO THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the County of Los Angeles, a body politic, hereinafter referred to as "COUNTY" and the Communities in Schools of San Fernando Valley, Inc. located at 8743 Burnet Avenue, North Hills, CA. 91343, hereinafter referred to as "CONTRACTOR".

**WHEREAS**, the COUNTY of Los Angeles Probation Department has a need for the services of a collaborative of community-based organizations with a designated Lead Agency to provide gang intervention services; and

**WHEREAS**, the County of Los Angeles, through its Probation Officer, is authorized under California Code Section 31000; and

**WHEREAS**, CONTRACTOR is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this contract.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

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## **INTRODUCTION**

This document is a contract to provide gang intervention services targeted at youth gang members for the County of Los Angeles Probation Department. Funding for these services is provided through the Comprehensive Multi-Agency Juvenile Justice Plan authorized by the Juvenile Justice Crime Prevention Act (JJCPA)[formerly the Schiff-Cardenas Crime Prevention Act of 2000(AB1913)]. CONTRACTOR shall serve as Lead Agency for a community-based collaborative effort (Collaborative) assembled to provide gang intervention services. CONTRACTOR shall provide services for School Cluster 5, Santa Clarita-San Fernando service area (See Attachment E). CONTRACTOR, through its Collaborative, shall also provide services in communities contiguous to the above-mentioned areas as directed by the Probation Department based on need for services. CONTRACTOR shall provide COUNTY with a list of service locations, in writing, prior to commencing services. COUNTY shall have final approval of service locations/sites. Based on the needs of the COUNTY, COUNTY reserves the right to require services in specific communities. CONTRACTOR shall provide said services directly or through its Collaborative. Service areas may be modified by mutual agreement between COUNTY and CONTRACTOR during the term of the contract.

The Probation Department requires CONTRACTOR to provide gang intervention services targeted at youth gang members to reduce gang violence, crime, and delinquency. CONTRACTOR will emphasize parent accountability and pro-social parenting skills by working with parents of participants. The CONTRACTOR through its Collaborative must provide the required program services for youth in the schools and/or communities that comprise School Cluster 5 as detailed in Attachment E. Program participants must belong to gangs or be involved in gang activities. The Probation Department's Gang Unit as well as the School Based Deputy Probation Officers (DPOs) will refer participants for the program to the CONTRACTOR according to the community the youth resides in. DPOs will provide oversight and case management of the required services. The CONTRACTOR will be responsible for providing competent staff to fulfill the contract.

The contract services will be provided by community workers/gang intervention workers (social intervention) who have the skills to work with youth and their families, school officials, probation officers, law enforcement agencies and other service providers. Probation and the community/intervention workers will develop a partnership to implement a gang intervention strategy. The community/intervention workers will work with school officials, public park staff, public housing authority staff, law enforcement agencies, faith-based organizations and Probation in providing a menu of gang intervention services. These services will be focused on involving identified gang youth in pro-social activity and behavior aimed at enhancing school readiness and school performance, and in reducing their involvement in gang activity.

The CONTRACTOR shall select the participating CBOs for its Collaborative from a list of interested agencies compiled by the Probation Department through a Request for Information (RFI) process. The CONTRACTOR shall be responsible for ensuring that

the CBOs selected meet the minimum requirements as described in this contract. The COUNTY will have final approval of CBOs selected by CONTRACTOR to participate in its Collaborative. A minimum of two (2) CBOs will be selected from the list for the Collaborative in School Cluster 5.

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## **PART A. PERFORMANCE WORK STATEMENT**

### **1.0 GENERAL**

#### **1.1 Scope of Work**

The CONTRACTOR, through its Collaborative, shall provide gang intervention services in School Cluster 5, with a focus on the Santa Clarita-San Fernando service area. CONTRACTOR shall also provide services in communities contiguous to its service area. CONTRACTOR and/or Collaborative shall have a point of service within the targeted service area. The service area may be modified by mutual agreement between COUNTY and CONTRACTOR during the term of the contract. The CONTRACTOR and/or CBOs will take the following actions to provide services to youth gang members in the service area during peak crime hours immediately after school and on weekends.

- 1.1.1 Mobilize a network of community-based organizations (CBOs), parents, youth, school officials and community members specific to the areas spelled out in the school clusters, to monitor and supervise gang-involved youth and support their pro-social activities.
- 1.1.2 Employ community workers/gang intervention workers (social intervention) to assist the community and the Probation Department in mentoring and counseling gang involved youth, in providing supervised after-school and weekend activities for gang youth and in providing dispute resolution and violence intervention services.
- 1.1.3 Participate in a proactive strategy which places an emphasis on preventive measures, that is, tattoo removal, cooperating with law enforcement agencies with identified gang leaders, "hot spots" and immediate removal of gang graffiti.
- 1.1.4 Share and leverage resources and information with participating CBOs, schools and public agencies.

### **2.0 SPECIFIC TASKS**

To meet the stated objectives, CONTRACTOR shall budget for, and provide at a minimum, the following services: provide educational support programs that address truancy, poor academic performance, expulsions/suspensions; work with parents and other members of families to build accountability; implement gender

specific approaches of gang intervention services; provide access to transportation; provide individual, group, and family counseling, mentoring, conflict resolution, and mediation.

CONTRACTOR shall also be responsible for the following: providing gang intervention services through after-school programs on a daily basis in the early evening hours; meeting case management requirements; providing invoices in a timely manner; providing both ad hoc and monthly reports upon request; providing input in developing a case plan in coordination with the school-based Deputy Probation Officers (DPOs); working with law enforcement to proactively deal with situations; participating in regular roundtable service provider meetings (at least once per month and more often as necessary); preparing weekly reports as to gang activities/trends in School Cluster 5; and, supervising community service projects (at least six [6] per year).

## 2.1 School Cluster

The CONTRACTOR will provide gang intervention services to School Cluster 5, with a focus on the Santa Clarita-San Fernando service area. CONTRACTOR shall also provide services in communities contiguous to its service area. The service area may be modified by mutual agreement between COUNTY and CONTRACTOR during the term of the contract.

2.1.1 The CONTRACTOR shall have the ability to provide sufficient staff to cover the high schools, middle schools, and elementary schools within its service area as detailed in Attachment E.

## 2.2 Required Services

The CONTRACTOR shall be responsible for providing the following through its Collaborative, but may not be limited to:

2.2.1 Mobilizing a network of community-based organizations (CBOs), parents, youth, school officials and community members to monitor and supervise gang-involved youth and support their pro-social activities.

2.2.1.1 Employees must not be currently on probation or parole; must have at least five (5) years since completion of probation or parole.

2.2.1.2 Work jointly, as needed, with other gang intervention Lead Agencies.

2.2.2 Providing educational support services including: homework assistance, tutoring, and literacy training.

#### 2.2.2.1 Homework, Tutoring, and Literacy Assistance

Services in this area include education activities to enhance the participants' ability to succeed academically, remain in school. Homework assistance shall be provided for the contract period with emphasis on reading. Tutors shall have no more than four (4) students per group, unless otherwise approved by COUNTY. Incentives may be given for grade point improvement and/or other benchmarks of academic success. Tutoring shall be provided as follows:

- A minimum of two (2) hours per session;
- A minimum of two (2) sessions per week;
- A minimum of one (1) semester per school year;
- Bilingual assistance shall be available when necessary.

2.2.3 Employing community workers/gang intervention workers (social intervention) to assist the community and the Probation Department in mentoring and counseling gang involved youth, in providing supervised after-school and weekend activities for gang youth and in providing dispute resolution and violence intervention services.

2.2.3.1 Community workers/gang intervention workers shall have the skill to work with youth gangs and their families, school officials, probation officers, law enforcement agencies and other service providers.

2.2.3.2 Employees must not be currently on probation or parole; must have at least five (5) years since completion of probation or parole.

#### 2.2.3.3 Mentoring

Mentoring services include social, recreational, and other structured activities for the youth to experience positive role models. The intent is to link a youth with a responsible adult. Continuity and commitment to the youth by the adult mentor shall be considered key. While the mentor may have responsibility for more than one (1) youth, the time spent with each youth is one-on-one time. Group activities may be arranged but are considered supplemental to the one-on-one time. This

service may include rites of passage type programming; opportunities to learn and practice social etiquette; opportunities to hear and see positive role models in action; goal setting; self-empowerment type activities. These activities shall be provided for the contract period as follows:

- A minimum of one (1) session per week;
- A minimum of one (1) hour per session;
- Group sessions are to be conducted by age groups;
- Mentors are to be specially trained by the Probation Department or an agency approved by the Probation Department;
- CONTRACTORS shall develop criteria to be used for mentor selection; the criteria shall be approved by the Probation Department.

#### 2.2.3.4 Individual, Family, Group Counseling

Counseling shall include provisions stipulated in the DPOs case plan. Counseling for youths may be individual or group, dependent upon an initial assessment by a counseling professional. Counseling in this area may include family counseling which must be made available eight (8) hours per week. Counseling shall be provided as follows:

- A minimum of six (6) sessions per case;
- A minimum of two (2) sessions per month;
- A minimum of one (1) hour per session;
- Bilingual services;
- In-home outreach.

These counseling sessions shall be conducted by properly licensed professionals.

2.2.4 CONTRACTOR shall implement gender specific and culturally sensitive activities that recognize the needs of female participants. Activities shall take place two (2) times per semester. Activities may include speakers and interactive support for positive lifestyles choices, empowerment and self-esteem, educational goals, job readiness, co-dependency, domestic violence/victimization, entrepreneurship, pregnancy prevention and parenting skills.

## 2.2.5 Case Coordination Services

2.2.5.1 Case Coordination Services include: 1) utilizing assessment instrument to identify needs; 2) referring program participants to appropriate subcontracted service providers; 3) maintaining the necessary collateral contacts to maximize communication regarding success/modification of the case treatment plan; 4) participating in a multi-agency, multi-disciplinary team to determine the case treatment plan; 5) facilitating referrals to needed services (i.e. substance abuse, mental health, etc.); 6) collecting and providing participant data to the DPO on an as needed basis; and, 7) working cooperatively with DPO case manager.

2.2.5.2 CONTRACTOR, as the Lead Agency, will need to provide a Case Coordinator whose role will be to administer a Needs Assessment in a timely manner, convene the collaborative team, to quickly refer program participants to the appropriate collaborative service providers, and maintain necessary collateral contacts with the collaborative in order to evaluate the success of the treatment plan.

2.2.5.3 The Case Coordinator will also be responsible for directing the daily service delivery for youths in conjunction with the assigned DPO. This will include monitoring the youth's attendance at the Lead Agency or collaborative site. The Case Coordinator will also be responsible for the reconnecting of the youth to gang intervention services following any absence from the program.

2.2.5.4 The Case Coordinator will also be responsible for data collection and interaction with Probation.

## 2.2.6 Transportation

2.2.6.1 CONTRACTOR will be required to provide access to transportation for youth receiving services under the Collaborative to and from various service locations, their homes and schools, as resources permit. The service site locations include Lead Agency service site, the collaborating agencies' service sites, other JJCPA



service sites, the youths' homes, schools, and parks. Services will be provided as follows:

- CONTRACTOR shall provide access to transportation home for the participant at the conclusion of the program day, as needed. Access to transportation may include the availability of bus tokens and taxi vouchers for program participants;
- CONTRACTOR may use its own vehicles to transport program participants when available, provided drivers and vehicles meet appropriate licensing and insurance requirements;
- CONTRACTOR shall work with other JJCPA service providers that are serving the same geographic area and/or School Cluster and that have transportation available for JJCPA activities;
- CONTRACTOR shall be responsible for signed parental/guardian consent for each outing, and to keep same on file;
- CONTRACTOR shall maintain a log of youths who participate in collaborative activities that occur off-site; and

2.2.7 CONTRACTOR shall share and leverage resources and information among participating CBOs, schools and public agencies.

## 2.3 Minimum CBO Requirements

2.3.1 CONTRACTOR must subcontract with a minimum of two (2) CBOs from Probation's list to provide any portion of the required services.

2.3.2 CONTRACTOR'S subcontractors must meet the following minimum requirements:

2.3.2.1 Demonstrate they are a public or private community-based provider located within School Cluster 5 and provide proof of such.

2.3.2.2 Demonstrate a minimum of two (2) years experience within the last five (5) years providing gang prevention or gang intervention services.

- 2.3.2.3 Must have a Project Director who has demonstrated two (2) years experience within the last five (5) years providing gang intervention services.
- 2.3.2.4 Must be a business with (a) a proven record of hiring the COUNTY'S Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunities for Work (GROW) participants or which attests to a willingness to consider GAIN or GROW participants for any future employment opening if they meet the minimum qualifications for that opening; and (b) a willingness to provide employed GAIN/GROW participants access to the CONTRACTOR'S employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.
- 2.3.2.5 Subcontractors must submit to the Los Angeles County Child Support Services Department (CSSD) a completed Principal Owner Information Form (POI Form – See Attachment P). Subcontractor must submit a certification in accordance with the provisions of Section 2.200.060 of the County Code, that (1) the POI Form has been appropriately completed and provided to the CSSD with respect to the subcontractor's Principal Owners; (2) the subcontractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) the subcontractor has fully complied with all lawfully served Wage and Earnings withholding Orders and CSSD Notices of Wage and Earnings Assignment and will continue to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (CSCP Certification) as set forth as Attachment Q. Failure by subcontractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to the Probation Department and a copy to the CSSD shall be grounds for a finding that the subcontractor is non-responsive (County Code Section 2.200.070).

## 2.4 Monthly Self-Monitoring Reports

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered for the

Probation Department. CONTRACTOR shall forward this report to the COUNTY'S Contract Manager by the 10<sup>th</sup> working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

CONTRACTOR shall provide COUNTY, upon request, with data relative to the program performance, as required under the JJCPA Plan.

2.5 CONTRACTOR shall perform to the standards in Attachment B, Performance Requirements Summary.

2.6 Service Interruption Notification

In the event CONTRACTOR experiences any type of service interruption, CONTRACTOR shall make every effort to notify COUNTY within one (1) working day of said interruption or incident. The CONTRACTOR shall plan for such incidences to ensure the standard quality of services will continue during this period.

**3.0 PERSONNEL**

3.1 Key County Personnel

3.1.1 COUNTY Contract Manager

The Chief Probation Officer of the County of Los Angeles, or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

3.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.

3.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in Attachment A, Section 25.0, "Changes and Amendments of Terms".

3.1.4 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

3.1.5 COUNTY reserves the right to have Contract Manager interview any and all prospective employees of CONTRACTOR.

### 3.2 Key CONTRACTOR Personnel

#### 3.2.1 CONTRACTOR Project Director

The CONTRACTOR shall provide its own full time officer or employee as on-site Project Director. The CONTRACTOR'S Project Director for this contract is Mr. Carlos Rodriguez. The Project Director or an approved alternate shall be assigned on site when most services are provided and be available by telephone or pager for telephone contact between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding all holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with the Probation Department.

3.2.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally responsible individual shall be designated to act for the Project Director.

3.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of this contract.

3.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

3.2.5 The Project Director must have a minimum of two (2) years demonstrated previous experience within the last five (5) years providing gang intervention services.

3.2.6 The Project Director and alternate(s) must be able to read, write, speak and understand English.

3.2.7 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

### 3.3 Other Contractor Personnel

- 3.3.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services. (COUNTY shall have the right to review and approve potential staff prior to assignment.)
- 3.3.2 The CONTRACTOR shall ensure that by the first day of employment, all persons working on this contract shall have signed an acknowledgment form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. (Refer to Attachment C.)
- 3.3.3 The CONTRACTOR shall inform COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR'S personnel assigned to perform any work on this program.

### 3.4 Contractor Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

### 3.5 Conflict of Interest

See Standard Terms and Conditions, Attachment A, Section 37.0.

### 3.6 Employee Benefits and Acknowledgment of Employer

- 3.6.1 CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgment that each employee understands that they are an employee of CONTRACTOR and not of COUNTY must be signed by each employee of CONTRACTOR employed at the site by the first day of employment. (Refer to Attachment D.) The Original acknowledgment must be kept by the CONTRACTOR and a copy must be filed within five (5) business days of employment with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010.

- 3.6.2 COUNTY shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on behalf of, any personnel provided by the CONTRACTOR.

3.7 Employee Criminal Records and Notices

CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 3.7.1 through 3.7.7. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

- 3.7.1 No personnel employed by the CONTRACTOR for this program having access to probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.
- 3.7.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.
- 3.7.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 3.7.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last five (5) years.
- 3.7.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 3.7.6 The CONTRACTOR shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to

conduct a background investigation of CONTRACTOR'S employees at any time.

- 3.7.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee, COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check which is subject to change by the State.

### 3.8 Gratuities

It is improper for any County Officer, employee, or agent to solicit consideration, in any form from a CONTRACTOR with the implication, suggestion, or statement that the CONTRACTOR'S provision of the consideration may secure more favorable treatment for the CONTRACTOR in the award of the contract or that the CONTRACTOR'S failure to provide such consideration may negatively affect the COUNTY'S consideration of the CONTRACTOR'S submission. A CONTRACTOR shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A CONTRACTOR shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the CONTRACTOR'S submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### 3.9 Consideration of Hiring County Employees Targeted for Layoffs

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

### 3.10 Consideration of Hiring Participants of the GAIN/GROW Programs

Should CONTRACTOR require additional or replacement personnel or

any other position for which applications are being accepted after the effective date of this contract, CONTRACTOR shall give appropriate consideration (in conjunction with Section 3.9 above) for any such position(s) to qualified persons referred to CONTRACTOR through the COUNTY'S Department of Public Social Services, Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Programs. For this purpose, appropriate consideration shall mean that CONTRACTOR will interview qualified candidates in conjunction with, and not preceding or successive to Section 3.9 above.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

3.11 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside the scope of the "Performance Work Statement" section of this document, without the prior written approval of the COUNTY in accordance with Attachment A, Section 25.0, Changes and Amendments of Terms, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

3.12 Approval of Subcontractors

Any use of subcontractors must be in compliance with Attachment A, Section 18.0 of this contract. Before any prime contract can be effective, COUNTY must approve its subcontracts and their insurance certificates.

3.13 Records and Audits

CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to support all payment made by the CONTRACTOR to the COUNTY. CONTRACTOR shall preserve and make available records until the expiration of five (5) years from the date of final payment to COUNTY under this contract.

3.14 Notice to Employees Regarding the Federal Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. (refer to Attachment F).



#### **4.0 PERFORMANCE REQUIREMENTS SUMMARY**

A standard level of performance will be required of CONTRACTOR in the areas of gang intervention services. Attachment B summarizes the required services, performance indicator, acceptable quality level, monitoring methods to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in assessment of liquidated damages against CONTRACTOR by COUNTY.

#### **5.0 QUALITY CONTROL PLAN**

The CONTRACTOR shall provide a Quality Control Plan to ensure that the requirements of the contract are met. The plan shall be submitted as a part of the proposal. An updated copy must be provided to the COUNTY Contract Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to:

- 5.1 An inspection system covering all the services listed in the Performance Requirements Summary (refer to Attachment B). It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspections.
- 5.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 5.3 A file of all evaluations conducted by CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Attachment A, Section 27.0, "Record Retention and Inspection".
- 5.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of CONTRACTOR'S employees or other unusual occurrence (i.e. power loss) which would result in the CONTRACTOR being unable to perform the contracted work.
- 5.5 The methods for ensuring that confidentiality of employee records are maintained while in the care of CONTRACTOR'S employees.
- 5.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

## **6.0 QUALITY ASSURANCE**

The COUNTY or its agent may evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

## **7.0 CONFIDENTIALITY**

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

### **7.1 Confidentiality of Juvenile Records**

By State law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code Sections 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to any individual is to be in any way relayed to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

7.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Refer to Attachment C) regarding the confidentiality of the information in the juvenile records. Copies of this form are to be sent to Contract Manager within five (5) business days of start of employment

7.3 The CONTRACTOR shall be responsible for safeguarding all information that it produces or that is received from, produced by or provided by the COUNTY.

- 7.4 CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law.
- 7.5 CONTRACTOR shall not disclose to any party information identifying, characterizing or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in COUNTY'S systems, or to any safeguard, counter-measure, contingency plan, policy, or procedure contemplated or implemented by COUNTY. The provisions of this subsection shall survive the expiration or termination of this contract.

## **8.0 RECOGNIZED HOLIDAYS**

The CONTRACTOR may be required to provide services on COUNTY-recognized holidays. These holidays change from year to year. The COUNTY Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays for the succeeding years.

## **9.0 RIGHT OF INSPECTION**

COUNTY'S Contract Manager shall have the right at all times to inspect any work performed or being performed by CONTRACTOR.

### **9.1 Government Observations**

COUNTY and/or personnel from other governmental jurisdictions, other than COUNTY'S Contract Manager, may from time to time be authorized by COUNTY to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR performance.

## **10.0 USE OF COUNTY SEAL AND PROBATION DEPARTMENT LOGO**

The CONTRACTOR shall not use or display the official seal of the COUNTY or the Probation Department's logo on any of its letterheads or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of the Chief Probation Officer.

## **11.0 DEFINITIONS**

- 11.1 Contract Discrepancy Report (CDR) - As used herein, the term "Contract Discrepancy Report" shall mean a report prepared by the Probation Department's Contract Manager to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR within ten (10) days, or as otherwise specified by the Contract Manager, explaining the problem, outlining the remedial action being taken to

resolve the problem and how recurrence of the problem will be prevented.

- 11.2 Contract Manager – As used herein, the term “Contract Manager” shall mean the Probation representative responsible for the daily management of contract operation and overseeing monitoring activities.
- 11.3 Contract Start Date - The date the CONTRACTOR begins work in accordance with the terms of the contract.
- 11.4 Mandatory Terms - As used herein, the use of the terms "must" and "will" in this document are synonymous with "shall" and "mandatory".
- 11.5 Project Director – As used herein, the term “Project Director” is the CONTRACTOR’S officer or employee responsible for administering the contract after contract award.
- 11.6 Rules and Regulations - As used herein, the term "rules and regulations" shall mean the terms and conditions of program participation as approved and adopted by the Board of Supervisors, pursuant to PC 1203.016.
- 11.7 Subcontractor - As used herein, the term "Subcontractor" shall mean any person, entity, or organization to which the CONTRACTOR has delegated any of its obligations hereunder in accordance with Attachment A, Section 18.0.

## **12.0 COUNTY FURNISHED PROPERTY/EQUIPMENT**

The COUNTY shall provide CONTRACTOR no real property and/or equipment necessary to perform the services required by the Performance Work Statement.

## **13.0 CONTRACTOR FURNISHED ITEMS**

The CONTRACTOR shall furnish all personnel and equipment necessary to perform all services required by the Performance Work Statement.

## **14.0 LAWS AND LIMITATIONS**

CONTRACTOR shall be required to comply with all applicable local, State, and Federal laws and regulations including California Penal Code Sections 1203.016, 1208.2, 1208.3, 1208.5, 2900.5, etc. The CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules, and regulations governing the agencies and departments involved. Where the CONTRACTOR believes changes in codes, laws, rules, and regulations are needed to effect desirable improvements, he/she shall so indicate. Such

changes, if deemed appropriate, shall be sought by the COUNTY at its discretion.

#### **15.0 CONTRACT SUM**

The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes, shall not exceed \$273,527. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

#### **16.0 TARGET AREAS, POPULATION, AND FUNDING ALLOCATIONS**

The CONTRACTOR will provide gang intervention services in School Cluster 5, Santa Clarita-San Fernando service area, through its Collaborative. CONTRACTOR, through its Collaborative, shall also provide services in communities contiguous to the above-mentioned areas as directed by the Probation Department. The names and addresses of schools and communities in School Cluster 5 that the program participants may come from are listed on Attachment E. The service area may be modified by mutual agreement between COUNTY and CONTRACTOR during the term of the contract.

CONTRACTOR, through its Collaborative, shall be responsible for serving at a minimum sixty (60) individual gang-involved youth each year, and youth for each year are mutually exclusive.

There is a total maximum amount of \$273,527 available through the Comprehensive Multi-Agency Juvenile Justice Plan authorized by the JJCPA to be used as follows: \$259,697 for services directly related to gang intervention activities and \$13,830 for supplemental transportation expenses incurred in connection with this contract. Of the \$259,697, at least \$103,879 must be subcontracted by the CONTRACTOR to the participating CBOs of the Collaborative.

#### **17.0 CONTRACT PAYMENTS**

17.1 The contract payments under the terms of this contract will be the total monetary amount payable to the CONTRACTOR by COUNTY for the provision of gang intervention services to youth gang members.

17.2 Payment to the CONTRACTORS will be made in arrears on a monthly basis, the set rates less any amount deducted for substandard performance as determined by the performance requirements. (Refer to Attachment B)

17.3 Notwithstanding said limitation of funds, the CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

**18.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT**

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

Further, CONTRACTOR shall notify COUNTY when the contract amount has been incurred up to seventy-five percent (75%) of the contract total, and when the contract is within six (6) months of expiration.

**19.0 CONTRACT TERM**

19.1 Subject to the termination provisions set forth in Attachment A, Standard Terms and Conditions, (Sections 7.0, 8.0, 9.0, 10.0, and 12.0 and financial limitations imposed by Sections 16.0 and 41.0), the term of this contract shall commence December 1, 2003 through June 30, 2004. Contingent upon available funding, it may be extended by the Chief Probation Officer upon mutual agreement for two (2) additional twelve (12) month periods.

19.2 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

19.3 The CONTRACTOR shall notify COUNTY when this contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY.

## **20.0 EXTENSION OF CONTRACT**

The term of the contract may be extended on a month-to-month basis, not to exceed six (6) months, upon mutual agreement between the COUNTY and the CONTRACTOR. The Chief Probation Officer has the authority to sign the extension for the COUNTY. All charges on the current contract shall remain in effect for the duration of the extension.

## **21.0 FAILURE TO EXTEND CONTRACT**

The contract may be terminated by the CONTRACTOR and COUNTY through failure of parties to mutually agree to extend the contract for another twelve (12) month period.

## **22.0 DISPUTES**

Any disputes between CONTRACTOR and the COUNTY regarding the performance of services shall be mutually resolved by the COUNTY Contract Manager and the Project Director for the CONTRACTOR. In the event no mutual agreement can be reached, the decision of the COUNTY Contract Manager shall prevail.

## **23.0 REGULATIONS**

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

## **24.0 STANDARD TERMS AND CONDITIONS**

Standard Terms and Conditions for Los Angeles County service contracts are attached hereto as Attachment A.

## **25.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment I of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## 26.0 MERGER

The documents as stated below form a part of this contract. In the event of any conflict in the definition or interpretation of any word, responsibility, service, or schedule between the contract and the following attachments, said conflict or inconsistency shall be resolved by giving precedence first to the contract, then to Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R, according to the order that they appear and CONTRACTOR'S proposal dated September 3, 2003 which is incorporated herein by reference as part of this contract.

This contract and the attachments hereto constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this contract.

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**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has executed these presents by causing them to be subscribed by the Chairman, the Seal of said Board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this contract to be signed by its duly authorized officers the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

Violet Varona-Lukens  
Executive Officer-Clerk of the  
Board of Supervisors

BY \_\_\_\_\_  
Deputy

COMMUNITIES IN SCHOOLS OF SAN  
FERNANDO VALLEY

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
COUNTY COUNSEL

By \_\_\_\_\_  
Gordon W. Trask  
Principal Deputy  
County Counsel

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## **ATTACHMENT A. STANDARD TERMS AND CONDITIONS**

### **1.0 TERM**

Subject to the termination provisions set forth herein, (Sections 7.0, 8.0, 9.0, 10.0, and 12.0 and financial limitations imposed by Sections 16.0 and 41.0), the term of this contract shall commence December 1, 2003 through June 30, 2004. Contingent upon available funding, it may be extended by the Chief Probation Officer upon mutual agreement for two (2) additional twelve (12) month periods.

The term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

### **2.0 ADMINISTRATION**

The requirements are set forth in Part A (Performance Work Statement).

### **3.0 CONTRACTOR'S SERVICES**

CONTRACTOR shall provide services for the COUNTY in the manner and form described in this contract and all attachments hereto.

### **4.0 CONTRACT PAYMENT**

The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACT for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes, shall not exceed \$273,527. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

### **5.0 INVOICES AND PAYMENTS**

CONTRACTOR shall invoice COUNTY monthly in arrears for work performed and for supplying services specified herein and priced in accordance with Part A, Section 4.0. CONTRACTOR shall prepare monthly invoices, which shall include the monthly charges owed to CONTRACTOR by COUNTY under the terms of this contract. Deductions for performance variance in favor of COUNTY shall be

applied against the monthly charges and shall be calculated upon the formula set forth in Attachment B, "Performance Requirements Summary." Within thirty (30) days following receipt of and upon processing the proper invoice, COUNTY shall pay to CONTRACTOR, the monthly charges less the deductions for performance variance, subject to the auditing requirements of the County Auditor-Controller. All invoices under this contract shall be submitted to the Probation Department representative designated at time of contract award.

## **6.0 TAX LIABILITY LIMITATION**

COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes which may be imposed in connection with or resulting from this contract or CONTRACTOR'S performance hereunder.

## **7.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

7.1 Performance of services under this contract, may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) day prior written Notice of Termination specifying the extent to which to which performance of work is terminated, and the date upon which such termination becomes effective.

7.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

7.2.1 Stop services under this contract on the date and to the extent specified in the Notice of Termination.

7.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

7.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

7.4 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid

CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

- 7.5 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of contractor, all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years after completion of the contract, or until such time as all audits are complete, whichever is later. In the event that records are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.

## **8.0 TERMINATION FOR DEFAULT OF CONTRACTOR**

- 8.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances:
- 8.1.1 If CONTRACTOR fails to perform the service within the time specified or any extension thereof; or
- 8.1.2 If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
- 8.2 In the event COUNTY terminates this contract in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated, and CONTRACTOR shall be liable to COUNTY for any excess costs for such similar services.
- 8.3 If, after notice of termination of this contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of

termination had been issued pursuant to the "Termination for Convenience of the County".

## **9.0 TERMINATION FOR DEFAULT FOR INSOLVENCY**

9.1 COUNTY may cancel this contract for default in the event of the occurrence of any of the following:

9.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

9.1.2 The filing of a voluntary petition to bankruptcy;

9.1.3 The appointment of a Receiver or Trustee for CONTRACTOR;

9.1.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

9.2 The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

## **10.0 TERMINATION FOR IMPROPER CONSIDERATION**

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or making of any determinations with respect to CONTRACTOR'S performance pursuant to the contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**11.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706,031 and Family Code Section 5246(b).

**12.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 11.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to Section 8.0 TERMINATION FOR DEFAULT OF CONTRACTOR.

**13.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. COUNTY'S Child Support Services Department will supply CONTRACTOR with the poster to be used.



#### **14.0 DETERMINATION OF CONTRACTOR RESPONSIBILITY**

- 14.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.
- 14.2 CONTRACTORS are hereby notified that, in accordance with Chapter 2.202 of the County Code (Attachment G), the COUNTY may determine whether the CONTRACTOR is responsible based on a review of the CONTRACTOR'S performance on any contracts, including but not limited to COUNTY contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the CONTRACTOR against public entities. Labor law violations which are the fault of subcontractors and of which the CONTRACTOR had no knowledge shall not be the basis of a determination that the CONTRACTOR is not responsible.
- 14.3 The COUNTY may declare a CONTRACTOR to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the CONTRACTOR has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform this contract with the COUNTY or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the COUNTY or any other public entity.
- 14.4 If there is evidence that the highest ranked CONTRACTOR may not be responsible, the Department shall notify the CONTRACTOR in writing of the evidence relating to the CONTRACTOR'S responsibility, and its intention to recommend to the Board of Supervisors that the CONTRACTOR be found not responsible. The Department shall provide the CONTRACTOR and/or the CONTRACTOR'S representative with an opportunity to present evidence as to why the CONTRACTOR should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation. If the CONTRACTOR fails to avail itself of the opportunity to rebut the Department's evidence, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 14.5 If the CONTRACTOR presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the CONTRACTOR shall reside with the Board of Supervisors.

14.6 These terms shall also apply to proposed subcontractors of CONTRACTORS on COUNTY contracts.

## **15.0 CONTRACTOR DEBARMENT**

15.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code (Attachment G), the COUNTY may debar the CONTRACTOR from bidding on other COUNTY contracts for a specified period of time, not to exceed three (3) years, and the COUNTY may terminate any or all of the CONTRACTOR'S existing contracts with COUNTY, if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

15.2 If there is evidence that the highest ranked CONTRACTOR may be subject to debarment, the Department shall notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment, and shall advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

15.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

15.4 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

15.5 These terms shall also apply to proposed subcontractors of CONTRACTOR on COUNTY contracts.

## **16.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

COUNTY'S obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30<sup>th</sup> of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this contract extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30<sup>th</sup> of the then current fiscal year. COUNTY shall notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

## **17.0 INDEPENDENT CONTRACTOR STATUS**

This contract is by and between the County of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this contract.

## **18.0 SUBCONTRACTING**

- 18.1 No performance of this contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of the terms of this contract without the express written consent of COUNTY shall be null and void and shall constitute a breach of the terms of this contract. In the event of such a breach, this contract may be terminated forthwith.
- 18.2 In the event COUNTY should consent to subcontracting, each and all of the provisions of this contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
- 18.3 In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

## **19.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to the demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this contract.

## **20.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR'S own expense.

20.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the Los Angeles County Probation Department, 9150 East Imperial Highway, Room B62, Downey, California 90242, Attention: Martin Corral, prior to commencing services under this contract. Such certificates or other evidence shall:

- 20.1.1 Specifically identify this contract.
- 20.1.2 Clearly evidence all coverages required in this contract.
- 20.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate or insurance.
- 20.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, it's Special Districts, its officials, officers and employees as insureds for all activities arising from this contract.
- 20.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and

related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 20.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 20.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 20.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 20.4.1 Any accident or incident relating to services performed under this contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- 20.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this contract.
- 20.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- 20.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this contract.
- 20.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

20.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this contract meet the insurance requirements of this contract by either:

20.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

20.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **21.0 INSURANCE COVERAGE REQUIREMENTS**

21.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limit of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

21.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

21.3 Workers Compensation and Employees Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – Each Employee:	\$1 million

## **22.0 COVENANT AGAINST CONTINGENT FEES**

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this contract and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## **23.0 GOVERNING LAWS**

This contract shall be construed in accordance with and governed by the laws of the State of California.

## **24.0 COMPLIANCE WITH LAWS**

24.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

24.2 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR, its employees, agents, or subcontractors of such laws, rules, regulations and ordinances.

## **25.0 CHANGES AND AMENDMENTS OF TERMS**

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

25.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.

25.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.

25.3 As used herein, the term “materially” is defined as being a change of more than twenty-five (25%) percent of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY’S Chief Probation Officer warrants execution by the Board of Supervisors.

## **26.0 ASSIGNMENT**

This contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the written consent of the other party and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this contract, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim which one party may have against the other.

## **27.0 RECORD RETENTION AND INSPECTION**

Within ten (10) days of a written request from COUNTY, CONTRACTOR shall allow COUNTY or authorized State and Federal agencies or any duly authorized representative to have access to and examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this contract. Such material, including all pertinent cost accounting, financial records and proprietary data, shall be kept and maintained by CONTRACTOR for a period of five (5) years after completion of this contract, or until such time as all audits are complete, whichever is later. In the event records are located outside the County of Los Angeles, CONTRACTOR shall pay COUNTY for travel and per diem costs connected with any inspection or audit.

## **28.0 AUDIT**

At any time during the term of this contract or at any time after the expiration or termination of this contract, authorized representatives of COUNTY may conduct an audit of CONTRACTOR regarding the services provided to COUNTY.

## **29.0 DISCLOSURE OF INFORMATION**

CONTRACTOR shall not disclose any details in connection with this contract to any party except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR’S need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this contract within the following conditions:

29.1 CONTRACTOR shall develop all publicity material in a professional manner.



29.2 During the course of performance on this contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of the Chief Probation Officer or his designee.

### **30.0 NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

### **31.0 VALIDITY**

The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision.

### **32.0 WAIVER**

No waiver of a breach of any provision of this contract by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this contract. Failure of COUNTY to enforce at any time, or from time to time, any provision of this contract shall not be construed as a waiver thereof. The remedies of COUNTY herein reserved shall be cumulative and additional to any other remedies in law or equity.

### **33.0 NOTICES**

33.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business as designated in its response to this Request for Proposal, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Chief Probation Officer  
Los Angeles County Probation Department  
9150 E. Imperial Highway  
Downey, CA 90242

33.2 In the event of suspension or termination of the contract, notices may also be given upon personal delivery by COUNTY to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

33.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

#### **34.0 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 P.L. 99-603). CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulation as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

#### **35.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program, or activity supported by this contract.

#### **36.0 NONDISCRIMINATION IN EMPLOYMENT**

36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

36.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during

employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates or pay or other forms of compensation and selection of training, including apprenticeship.

- 36.3 CONTRACTOR shall deal with its subcontractors, CONTRACTORS, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap or marital status, or political affiliation.
- 36.4 CONTRACTOR shall give COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State and Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this contract.
- 36.6 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this contract, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this contract.

### **37.0 CONFLICT OF INTEREST**

CONTRACTOR represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this contract.

### **38.0 COMPLETION OF CONTRACT**

- 38.1 If CONTRACTOR is not expected to continue to provide services beyond the end of the current contract, at least thirty (30) days prior to the end of

the current contract, CONTRACTOR shall provide the consulting services to Probation personnel for orientation to ensure a smooth transition from CONTRACTOR providing services back to the COUNTY or another contractor. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested, all reports, documents, data files and computer systems developed and/or used in connection with CONTRACTOR'S performance hereunder.

- 38.2 Upon expiration of the contract, or in the event of termination, on the demand of the COUNTY Contract Manager, all files and related documents, reports, records, correspondence, policies and procedures manuals, and all other documents relating to the operations of services under the contract shall be returned to the COUNTY as the Contract Manager may direct. All the materials described above shall be understood to be the property of COUNTY.
- 38.3 Upon expiration or termination of the contract, CONTRACTOR shall deliver to COUNTY all client folders, including all work completed or in progress within fifteen (15) business days after termination of the contract.
- 38.4 If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to fifty percent (50%) of the last months' payment as liquidated damages.

### **39.0 COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each County lobbyist and County lobbying firm as defined in Los Angeles Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR and any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which County may immediately terminate or suspend this contract. (Refer to Attachment N.)

### **40.0 CONFIDENTIALITY**

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billings, COUNTY records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached "Confidentiality of CORI Information" (Attachment C).

#### **41.0 BUDGET REDUCTIONS**

In the event that County's Board of Supervisors adopts a Revised Fiscal Year 2003/2004 County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2003/2004 services provided by CONTRACTOR under this contract. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the contract.

#### **42.0 AUTHORIZATION WARRANTY**

CONTRACTOR represents and warrants that the signatory to this contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

#### **43.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (refer to Attachment F).

#### **44.0 RECYCLED PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the contract.

#### **45.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

##### **45.1 Jury Service Program**

This contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment J and incorporated by reference into and made a part of the contract.

##### **45.2 Written Employee Jury Service Policy**

45.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a

“CONTRACTOR” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee’s regular pay the fees received for jury service.

45.2.2 For purposes of this Section, “CONTRACTOR” means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more COUNTY contracts or subcontracts. “Employee” means any California resident who is a full time employee of CONTRACTOR. “Full time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for the purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

45.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program’s definition of “CONTRACTOR” or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy

consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

45.2.4 CONTRACTOR'S violation of this Section of the contract may constitute a material breach of the contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

#### **46.0 NEPOTISM**

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

#### **47.0 MERGER**

This contract (and other relevant documents to be determined) which are incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this contract.

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## **ATTACHMENT B**

### **PERFORMANCE REQUIREMENTS SUMMARY**

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of COUNTY surveillance; and the liquidated damages for not meeting the AQLS.

#### Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance which may be used, but not limited to, are:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings

#### Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in Attachment B (Chart). When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. CONTRACTOR will pay COUNTY for liquidated damages as provided herein.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.



### Liquidated Damages

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQL'S, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, liquidated damages shall be paid by CONTRACTOR as set forth in Attachment B (Chart).

The CONTRACTOR will be notified promptly of any performance variance identified.

### Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed at no additional cost to COUNTY.

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## ATTACHMENT B

### PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor is providing gang intervention services for School Cluster 5 in designated focus area. (Part A, 2.1)	100% Adhere to County requirements	5%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor has mobilized a network of CBOS, parents, youth & school officials to provide required services. (Part A, 2.2.1)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor is providing homework assistance, tutoring, and literacy training. (Part A, 2.2.2.1)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor is employing community workers/gang intervention workers. (Part A, 2.2.3)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor is providing mentoring, counseling, and after-school and weekend activities. (Part A, 2.2.3.3, 2.2.3.4)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor is providing gender specific and culturally sensitive activities. (Part A, 2.2.4)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Through its Case Coordinator, contractor is providing complete service coordination for each case as required. (Part A, 2.2.5)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor is providing access to transportation as required. (Part A, 2.2.6)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor is subcontracting with a minimum of two CBOs. (Part A, 2.3.1)	100% Adhere to County of Los Angeles requirements	0%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
CONTRACTOR'S subcontracted CBOs meet the Minimum CBO Requirements. (Part A, 2.3.2)	100% Adhere to County of Los Angeles requirements	0%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor is providing data for evaluation (Part A, 2.4)	100% Adhere to County of Los Angeles requirements	0%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Monthly Self-Monitoring Report (Part A. 2.4)	100% Completed monthly reports on time	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per employee per occurrence.
Employee Benefits Form (Part A, 3.6)	100% Adhere to County requirements	0%	User and/or Staff - Random Inspections	Up to \$100 per employee per occurrence.
No contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously. (Part A, 3.7.1)	100%	0%	User and/or Staff Random Inspections	Up to \$100 per employee per occurrence.
Personnel assigned to provide service under this contract shall be fingerprinted prior to employment. (Part A, 3.7.2)	100%	0%	User and/or Staff Random Inspections	Up to \$100 per employee per occurrence.

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. (Part A, 3.7.6)	100%	0%	User and/or Staff Random Inspections	Up to \$100 per employee per occurrence.
Contractor shall reimburse County for record check (Part A, 3.7.7)	100%	0%	User and/or Staff Random Inspections	Up to \$100 per employee per occurrence.
Quality Control Plan (Part A, 5.0)	100% Adhere to County requirements	0%	User and/or Staff Complaints Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor in compliance with Standard Terms and Conditions (Attachment A)	100% Adhere to County requirements	0%	User and/or Staff Random Inspections - Random and/or judgmental	Up to \$50 per occurrence.

## ATTACHMENT C

### CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of the \_\_\_\_\_, during the legitimate course of your duties, you will have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized. Any employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

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Signature

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Name (Print)

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Classification

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Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

**ATTACHMENT D**

**EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER**

I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, \_\_\_\_\_ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

NAME: \_\_\_\_\_  
Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copy must be forwarded by CONTRACTOR to County Workers' Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010 within five (5) business days.

**ATTACHMENT E**  
**(Page 1 of 2)**

**SCHOOL CLUSTER 5**

Alhambra High School 101 S. Second St. Alhambra 91801	Glendale High 1440 E. Broadway Glendale 91205	Muir High 1905 Lincoln Ave. Pasadena 91103	Edgewood Middle 1625 W. Durnes St. West Covina 91790
Antelope Valley High 2121 N. Division St. Lancaster 93535	Highland High 39055 25 <sup>th</sup> St. W. Palmdale 93551	Palmdale High 2137 E. Avenue R Palmdale 93543	Juniper Intermediate 39066 N. Palm Tree Way Palmdale 93551
Blair High 1201 S. Marengo Pasadena 91106	Hoover High 651 Glenwood Road Glendale 91202	Rex Paris High 10801 E. Avenue R Littlerock 93543	Las Palmas Middle 641 N. Lark Ellen Ave. Covina 91722
Burbank High 902 N. Third St. Burbank 91502	Lancaster 4701 32 <sup>nd</sup> St. W. Lancaster 93536	Rose City (Cont.) 325 S. Oak Knoll Ave Pasadena 91109	Piute Middle 425 East Ave. H-1 Lancaster 93535
Chatsworth High 10027 Lurline Ave. Chatsworth 91311	Littlerock High 10833 E. Avenue R. Littlerock 93543	San Gabriel High 801 Ramona St. San Gabriel 91766	Sierra Vista Middle 777 E. Puente Ave. Covina 91723
Daily, Allan (Cont.) 220 North Kenwood Glendale 91206	Mark Keppel 501 E. Hellman Ave. Alhambra 91801	West Covina High 1609 E. Cameron Ave. West Covina 91791	Traweek Middle 1941 E. Rowland Ave. West Covina 91791
Desert Winds High-Main 45030 N. Third St. East Lancaster 93535	Monrovia High 845 W. Colorado Blvd. Monrovia 91016		

**ATTACHMENT E**  
**(Page 2 of 2)**

**COMMUNITIES SERVED BY SCHOOL CLUSTER 5**

<b>Incorporated Cities</b>	<b>Unincorporated Areas</b>	<b>Unincorporated Areas (cont.)</b>	<b>Unincorporated Areas (cont.)</b>	<b>Los Angeles City</b>
Alhambra	Acton	Juniper Hills	Saugus	Canoga Park (portion)
Arcadia	Agua Dulce	Kagel Canyon	Soledad	Chatsworth (portion)
Bradbury	Alpine	Kinneola Mesa	South Monrovia (islands)	Eagle Rock
Burbank	Altadena	La Crescenta	South San Gabriel	Granada Hills
Claremont	Antelope Acres	Lake Hughes	Stevenson Ranch	Olive View Hospital
Covina	Big Pines	Lake Los Angeles	Sulphur Springs	Porter Ranch
Duarte	Bouquet Canyon	Lakeview	Sun Village	Sunland (portion)
Glendale	Canyon Country	Lang	Sylmar (portion)	Tujunga
Glendora	Castaic	Leona Valley	Three Points	
Lancaster	Castaic Junction	Littlerock	Twin Lakes	
Los Angeles (portion)	Charter Oak (islands)	Llano	Val Verde	
Monrovia	Citrus (islands)	Longview	Valencia	
Palmdale	Crystallaire	Montrose	Valinda (portion)	
Pasadena	Deer Lake	Neenach	Valyermo	
San Dimas	Highlands Del Sur	Newhall	Vasquez Rocks	
San Gabriel	East Pasadena	North Claremont	West Arcadia (islands)	
San Marino	East San Gabriel	Northeast San Dimas	West Chatsworth	
Santa Clarita	Elizabeth Lake	Pearblossom	West Pomona (islands)	
Sierra Madre	Fairmont	Placerita Canyon	White Fence Farms	
South Pasadena	Forrest Park	Quartz Hill	Wilsona Gardens	
Temple City	Gorman	Redman	Wrightwood	
Walnut	Green Valley	Roosevelt		
West Covina	Hi Vista	San Pasqual		



**ATTACHMENT F**

**Attachment F (Notice 1015)**

## **ATTACHMENT G**

### **Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT**

#### **2.202.010 Findings and Declarations.**

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

"Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.

"Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

"Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

"Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

"County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.

"Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.030 Determination of Contractor Non-Responsibility.**

Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.

Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the CONTRACTOR'S acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.040 Debarment of Contractors.**

The county may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the county.

The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the county; (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business

integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the CONTRACTOR'S acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.060 Severability.**

**If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)**

## ATTACHMENT H

### DEBARRED VENDOR'S REPORT

#### LEAD CONTRACTOR:

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<b>Vendor Name:</b>	<u>Shobie Enterprises DBA Seahawk Construction</u>	
Principal Owners:	Shamir Ahmad Qazi	
Debarment Start Date:	April 30, 2002	Debarment End Date: April 30, 2005

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<b>Vendor Name:</b>	<u>Automation Data Solutions</u>	
Principal Owners:	Renee Setero	
Debarment Start Date:	March 4, 2003	Debarment End Date: March 3, 2006

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<b>Vendor Name:</b>	<u>2X, Inc. a.k.a. LA Internet, Inc.,</u> <u>2X Access</u> <u>Internet Business International</u> (Referred to collectively as "LA Internet")	
Principal Owners:	Ken Reda Albert Reda Louis Cherry	
Debarment Start Date:	September 9, 2003	Debarment End Date: September 8, 2006

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ATTACHMENT I  
Safely Surrendered Baby Law

**Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE****2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.050 Other Provisions.**

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.070. Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.



“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).



**CONTRACT WITH ASIAN YOUTH CENTER  
TO PROVIDE GANG INTERVENTION SERVICES IN  
SCHOOL CLUSTER 5, SAN GABRIEL VALLEY SERVICE AREA  
THROUGH THE JUVENILE JUSTICE  
CRIME PREVENTION ACT (JJCPA)  
FOR THE COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT**

December 1, 2003 – June 30, 2004

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**CONTRACT TO PROVIDE  
GANG INTERVENTION PROGRAM SERVICES FOR SCHOOL CLUSTER 5  
TO THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the County of Los Angeles, a body politic, hereinafter referred to as "COUNTY" and the Asian Youth Center located at 100 West Clary Avenue, San Gabriel, California 91776, hereinafter referred to as "CONTRACTOR".

**WHEREAS**, the COUNTY of Los Angeles Probation Department has a need for the services of a collaborative of community-based organizations with a designated Lead Agency to provide gang intervention services; and

**WHEREAS**, the County of Los Angeles, through its Probation Officer, is authorized under California Code Section 31000; and

**WHEREAS**, CONTRACTOR is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this contract.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

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## **INTRODUCTION**

This document is a contract to provide gang intervention services targeted at youth gang members for the County of Los Angeles Probation Department. Funding for these services is provided through the Comprehensive Multi-Agency Juvenile Justice Plan authorized by the Juvenile Justice Crime Prevention Act (JJCPA)[formerly the Schiff-Cardenas Crime Prevention Act of 2000(AB1913)]. CONTRACTOR shall serve as Lead Agency for a community-based collaborative effort (Collaborative) assembled to provide gang intervention services. CONTRACTOR shall provide services for School Cluster 5, San Gabriel Valley service area (See Attachment E). CONTRACTOR, through its Collaborative, shall also provide services in communities contiguous to the above-mentioned areas as directed by the Probation Department based on need for services. CONTRACTOR shall provide COUNTY with a list of service locations, in writing, prior to commencing services. COUNTY shall have final approval of service locations/sites. Based on the needs of the COUNTY, COUNTY reserves the right to require services in specific communities. CONTRACTOR shall provide said services directly or through its Collaborative. Service areas may be modified by mutual agreement between COUNTY and CONTRACTOR during the term of the contract.

The Probation Department requires CONTRACTOR to provide gang intervention services targeted at youth gang members to reduce gang violence, crime, and delinquency. CONTRACTOR will emphasize parent accountability and pro-social parenting skills by working with parents of participants. The CONTRACTOR through its Collaborative must provide the required program services for youth in the schools and/or communities that comprise School Cluster 5 as detailed in Attachment E. Program participants must belong to gangs or be involved in gang activities. The Probation Department's Gang Unit as well as the School Based Deputy Probation Officers (DPOs) will refer participants for the program to the CONTRACTOR according to the community the youth resides in. DPOs will provide oversight and case management of the required services. The CONTRACTOR will be responsible for providing competent staff to fulfill the contract.

The contract services will be provided by community workers/gang intervention workers (social intervention) who have the skills to work with youth and their families, school officials, probation officers, law enforcement agencies and other service providers. Probation and the community/intervention workers will develop a partnership to implement a gang intervention strategy. The community/intervention workers will work with school officials, public park staff, public housing authority staff, law enforcement agencies, faith-based organizations and Probation in providing a menu of gang intervention services. These services will be focused on involving identified gang youth in pro-social activity and behavior aimed at enhancing school readiness and school performance, and in reducing their involvement in gang activity.

The CONTRACTOR shall select the participating CBOs for its Collaborative from a list of interested agencies compiled by the Probation Department through a Request for

Information (RFI) process. The CONTRACTOR shall be responsible for ensuring that the CBOs selected meet the minimum requirements as described in this contract. The COUNTY will have final approval of CBOs selected by CONTRACTOR to participate in its Collaborative. A minimum of two (2) CBOs will be selected from the list for the Collaborative in School Cluster 5.

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## **PART A. PERFORMANCE WORK STATEMENT**

### **2.0 GENERAL**

#### **1.1 Scope of Work**

The CONTRACTOR, through its Collaborative, shall provide gang intervention services in School Cluster 5, with a focus on the San Gabriel Valley service area. CONTRACTOR shall also provide services in communities contiguous to its service area. CONTRACTOR and/or Collaborative shall have a point of service within the targeted service area. The service area may be modified by mutual agreement between COUNTY and CONTRACTOR during the term of the contract. The CONTRACTOR and/or CBOs will take the following actions to provide services to youth gang members in the service area during peak crime hours immediately after school and on weekends.

- 1.1.1 Mobilize a network of community-based organizations (CBOs), parents, youth, school officials and community members specific to the areas spelled out in the school clusters, to monitor and supervise gang-involved youth and support their pro-social activities.
- 1.1.5 Employ community workers/gang intervention workers (social intervention) to assist the community and the Probation Department in mentoring and counseling gang involved youth, in providing supervised after-school and weekend activities for gang youth and in providing dispute resolution and violence intervention services.
- 1.1.6 Participate in a proactive strategy which places an emphasis on preventive measures, that is, tattoo removal, cooperating with law enforcement agencies with identified gang leaders, "hot spots" and immediate removal of gang graffiti.
- 1.1.7 Share and leverage resources and information with participating CBOs, schools and public agencies.

### **8.0 SPECIFIC TASKS**

To meet the stated objectives, CONTRACTOR shall budget for, and provide at a minimum, the following services: provide educational support programs that address truancy, poor academic performance, expulsions/suspensions; work with parents and other members of families to build accountability; implement gender



specific approaches of gang intervention services; provide access to transportation; provide individual, group, and family counseling, mentoring, conflict resolution, and mediation.

CONTRACTOR shall also be responsible for the following: providing gang intervention services through after-school programs on a daily basis in the early evening hours; meeting case management requirements; providing invoices in a timely manner; providing both ad hoc and monthly reports upon request; providing input in developing a case plan in coordination with the school-based Deputy Probation Officers (DPOs); working with law enforcement to proactively deal with situations; participating in regular roundtable service provider meetings (at least once per month and more often as necessary); preparing weekly reports as to gang activities/trends in School Cluster 5; and, supervising community service projects (at least six [6] per year).

## 2.2 School Cluster

The CONTRACTOR will provide gang intervention services to School Cluster 5, with a focus on the San Gabriel Valley service area. CONTRACTOR shall also provide services in communities contiguous to its service area. The service area may be modified by mutual agreement between COUNTY and CONTRACTOR during the term of the contract.

2.1.1 The CONTRACTOR shall have the ability to provide sufficient staff to cover the high schools, middle schools, and elementary schools within its service area as detailed in Attachment E.

## 2.2 Required Services

The CONTRACTOR shall be responsible for providing the following through its Collaborative, but may not be limited to:

2.2.1 Mobilizing a network of community-based organizations (CBOs), parents, youth, school officials and community members to monitor and supervise gang-involved youth and support their pro-social activities.

2.2.1.3 Employees must not be currently on probation or parole; must have at least five (5) years since completion of probation or parole.

2.2.1.4 Work jointly, as needed, with other gang intervention Lead Agencies.

2.2.2 Providing educational support services including: homework assistance, tutoring, and literacy training.

#### 2.4.2.1 Homework, Tutoring, and Literacy Assistance

Services in this area include education activities to enhance the participants' ability to succeed academically, remain in school. Homework assistance shall be provided for the contract period with emphasis on reading. Tutors shall have no more than four (4) students per group, unless otherwise approved by COUNTY. Incentives may be given for grade point improvement and/or other benchmarks of academic success. Tutoring shall be provided as follows:

- A minimum of two (2) hours per session;
- A minimum of two (2) sessions per week;
- A minimum of one (1) semester per school year;
- Bilingual assistance shall be available when necessary.

2.4.3 Employing community workers/gang intervention workers (social intervention) to assist the community and the Probation Department in mentoring and counseling gang involved youth, in providing supervised after-school and weekend activities for gang youth and in providing dispute resolution and violence intervention services.

2.4.3.1 Community workers/gang intervention workers shall have the skill to work with youth gangs and their families, school officials, probation officers, law enforcement agencies and other service providers.

2.4.3.2 Employees must not be currently on probation or parole; must have at least five (5) years since completion of probation or parole.

#### 2.4.3.3 Mentoring

Mentoring services include social, recreational, and other structured activities for the youth to experience positive role models. The intent is to link a youth with a responsible adult. Continuity and commitment to the youth by the adult mentor shall be considered key. While the mentor may have responsibility for more than one (1) youth, the time spent with each youth is one-on-one time. Group activities may be arranged but are considered supplemental to the one-on-one time. This

service may include rites of passage type programming; opportunities to learn and practice social etiquette; opportunities to hear and see positive role models in action; goal setting; self-empowerment type activities. These activities shall be provided for the contract period as follows:

- A minimum of one (1) session per week;
- A minimum of one (1) hour per session;
- Group sessions are to be conducted by age groups;
- Mentors are to be specially trained by the Probation Department or an agency approved by the Probation Department;
- CONTRACTORS shall develop criteria to be used for mentor selection; the criteria shall be approved by the Probation Department.

#### 2.4.3.4 Individual, Family, Group Counseling

Counseling shall include provisions stipulated in the DPOs case plan. Counseling for youths may be individual or group, dependent upon an initial assessment by a counseling professional. Counseling in this area may include family counseling which must be made available eight (8) hours per week. Counseling shall be provided as follows:

- A minimum of six (6) sessions per case;
- A minimum of two (2) sessions per month;
- A minimum of one (1) hour per session;
- Bilingual services;
- In-home outreach.

These counseling sessions shall be conducted by properly licensed professionals.

2.4.4 CONTRACTOR shall implement gender specific and culturally sensitive activities that recognize the needs of female participants. Activities shall take place two (2) times per semester. Activities may include speakers and interactive support for positive lifestyles choices, empowerment and self-esteem, educational goals, job readiness, co-dependency, domestic violence/victimization, entrepreneurship, pregnancy prevention and parenting skills.

#### 2.4.5 Case Coordination Services

2.4.5.1 Case Coordination Services include: 1) utilizing assessment instrument to identify needs; 2) referring program participants to appropriate subcontracted service providers; 3) maintaining the necessary collateral contacts to maximize communication regarding success/modification of the case treatment plan; 4) participating in a multi-agency, multi-disciplinary team to determine the case treatment plan; 5) facilitating referrals to needed services (i.e. substance abuse, mental health, etc.); 6) collecting and providing participant data to the DPO on an as needed basis; and, 7) working cooperatively with DPO case manager.

2.4.5.2 CONTRACTOR, as the Lead Agency, will need to provide a Case Coordinator whose role will be to administer a Needs Assessment in a timely manner, convene the collaborative team, to quickly refer program participants to the appropriate collaborative service providers, and maintain necessary collateral contacts with the collaborative in order to evaluate the success of the treatment plan.

2.4.5.3 The Case Coordinator will also be responsible for directing the daily service delivery for youths in conjunction with the assigned DPO. This will include monitoring the youth's attendance at the Lead Agency or collaborative site. The Case Coordinator will also be responsible for the reconnecting of the youth to gang intervention services following any absence from the program.

2.4.5.4 The Case Coordinator will also be responsible for data collection and interaction with Probation.

#### 2.4.6 Transportation

2.2.6.1 CONTRACTOR will be required to provide access to transportation for youth receiving services under the Collaborative to and from various service locations, their homes and schools, as resources permit. The service site locations include Lead Agency service site, the collaborating agencies' service sites, other JJCPA

service sites, the youths' homes, schools, and parks. Services will be provided as follows:

- CONTRACTOR shall provide access to transportation home for the participant at the conclusion of the program day, as needed. Access to transportation may include the availability of bus tokens and taxi vouchers for program participants;
- CONTRACTOR may use its own vehicles to transport program participants when available, provided drivers and vehicles meet appropriate licensing and insurance requirements;
- CONTRACTOR shall work with other JJCPA service providers that are serving the same geographic area and/or School Cluster and that have transportation available for JJCPA activities;
- CONTRACTOR shall be responsible for signed parental/guardian consent for each outing, and to keep same on file;
- CONTRACTOR shall maintain a log of youths who participate in collaborative activities that occur off-site; and

2.4.7 CONTRACTOR shall share and leverage resources and information among participating CBOs, schools and public agencies.

## 2.5 Minimum CBO Requirements

2.3.3 CONTRACTOR must subcontract with a minimum of two (2) CBOs from Probation's list to provide any portion of the required services.

2.3.4 CONTRACTOR'S subcontractors must meet the following minimum requirements:

2.3.4.1 Demonstrate they are a public or private community-based provider located within School Cluster 5 and provide proof of such.

2.3.4.2 Demonstrate a minimum of two (2) years experience within the last five (5) years providing gang prevention or gang intervention services.

- 2.3.4.3 Must have a Project Director who has demonstrated two (2) years experience within the last five (5) years providing gang intervention services.
- 2.3.4.4 Must be a business with (a) a proven record of hiring the COUNTY'S Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunities for Work (GROW) participants or which attests to a willingness to consider GAIN or GROW participants for any future employment opening if they meet the minimum qualifications for that opening; and (b) a willingness to provide employed GAIN/GROW participants access to the CONTRACTOR'S employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.
- 2.3.4.5 Subcontractors must submit to the Los Angeles County Child Support Services Department (CSSD) a completed Principal Owner Information Form (POI Form – See Attachment P). Subcontractor must submit a certification in accordance with the provisions of Section 2.200.060 of the County Code, that (1) the POI Form has been appropriately completed and provided to the CSSD with respect to the subcontractor's Principal Owners; (2) the subcontractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) the subcontractor has fully complied with all lawfully served Wage and Earnings withholding Orders and CSSD Notices of Wage and Earnings Assignment and will continue to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (CSCP Certification) as set forth as Attachment Q. Failure by subcontractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to the Probation Department and a copy to the CSSD shall be grounds for a finding that the subcontractor is non-responsive (County Code Section 2.200.070).

## 2.6 Monthly Self-Monitoring Reports

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered for the

Probation Department. CONTRACTOR shall forward this report to the COUNTY'S Contract Manager by the 10<sup>th</sup> working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

CONTRACTOR shall provide COUNTY, upon request, with data relative to the program performance, as required under the JJCPA Plan.

2.5 CONTRACTOR shall perform to the standards in Attachment B, Performance Requirements Summary.

2.6 Service Interruption Notification

In the event CONTRACTOR experiences any type of service interruption, CONTRACTOR shall make every effort to notify COUNTY within one (1) working day of said interruption or incident. The CONTRACTOR shall plan for such incidences to ensure the standard quality of services will continue during this period.

**3.0 PERSONNEL**

3.1 Key County Personnel

3.1.1 COUNTY Contract Manager

The Chief Probation Officer of the County of Los Angeles, or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

3.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.

3.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in Attachment A, Section 25.0, "Changes and Amendments of Terms".

3.1.4 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

3.1.6 COUNTY reserves the right to have Contract Manager interview any and all prospective employees of CONTRACTOR.

### 3.2 Key CONTRACTOR Personnel

#### 3.2.1 CONTRACTOR Project Director

The CONTRACTOR shall provide its own full time officer or employee as on-site Project Director. The CONTRACTOR'S Project Director for this contract is Ms. Alice Chin. The Project Director or an approved alternate shall be assigned on site when most services are provided and be available by telephone or pager for telephone contact between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding all holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with the Probation Department.

3.2.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally responsible individual shall be designated to act for the Project Director.

3.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of this contract.

3.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

3.2.5 The Project Director must have a minimum of two (2) years demonstrated previous experience within the last five (5) years providing gang intervention services.

3.2.8 The Project Director and alternate(s) must be able to read, write, speak and understand English.

3.2.9 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.



### 3.3 Other Contractor Personnel

- 3.3.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services. (COUNTY shall have the right to review and approve potential staff prior to assignment.)
- 3.3.2 The CONTRACTOR shall ensure that by the first day of employment, all persons working on this contract shall have signed an acknowledgment form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. (Refer to Attachment C.)
- 3.3.3 The CONTRACTOR shall inform COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR'S personnel assigned to perform any work on this program.

### 3.4 Contractor Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

### 3.5 Conflict of Interest

See Standard Terms and Conditions, Attachment A, Section 37.0.

### 3.6 Employee Benefits and Acknowledgment of Employer

- 3.6.1 CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgment that each employee understands that they are an employee of CONTRACTOR and not of COUNTY must be signed by each employee of CONTRACTOR employed at the site by the first day of employment. (Refer to Attachment D.) The Original acknowledgment must be kept by the CONTRACTOR and a copy must be filed within five (5) business days of employment with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010.

- 3.6.2 COUNTY shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on behalf of, any personnel provided by the CONTRACTOR.

3.7 Employee Criminal Records and Notices

CONTRACTOR shall be responsible for the ongoing implementation and monitoring of sub-sections 3.7.1 through 3.7.7. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

- 3.7.1 No personnel employed by the CONTRACTOR for this program having access to probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.
- 3.7.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.
- 3.7.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 3.7.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last five (5) years.
- 3.7.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 3.7.6 The CONTRACTOR shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to

conduct a background investigation of CONTRACTOR'S employees at any time.

3.7.8 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee, COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check which is subject to change by the State.

### 3.8 Gratuities

It is improper for any County Officer, employee, or agent to solicit consideration, in any form from a CONTRACTOR with the implication, suggestion, or statement that the CONTRACTOR'S provision of the consideration may secure more favorable treatment for the CONTRACTOR in the award of the contract or that the CONTRACTOR'S failure to provide such consideration may negatively affect the COUNTY'S consideration of the CONTRACTOR'S submission. A CONTRACTOR shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A CONTRACTOR shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the CONTRACTOR'S submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### 3.9 Consideration of Hiring County Employees Targeted for Layoffs

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

### 3.10 Consideration of Hiring Participants of the GAIN/GROW Programs

Should CONTRACTOR require additional or replacement personnel or any other position for which applications are being accepted after the effective date of this contract, CONTRACTOR shall give appropriate consideration (in conjunction with Section 3.9 above) for any such position(s) to qualified persons referred to CONTRACTOR through the COUNTY'S Department of Public Social Services, Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Programs. For this purpose, appropriate consideration shall mean that CONTRACTOR will interview qualified candidates in conjunction with, and not preceding or successive to Section 3.9 above.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

### 3.11 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside the scope of the "Performance Work Statement" section of this document, without the prior written approval of the COUNTY in accordance with Attachment A, Section 25.0, Changes and Amendments of Terms, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

### 3.12 Approval of Subcontractors

Any use of subcontractors must be in compliance with Attachment A, Section 18.0 of this contract. Before any prime contract can be effective, COUNTY must approve its subcontracts and their insurance certificates.

### 3.13 Records and Audits

CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to support all payment made by the CONTRACTOR to the COUNTY. CONTRACTOR shall preserve and make available records until the expiration of five (5) years from the date of final payment to COUNTY under this contract.

### 3.14 Notice to Employees Regarding the Federal Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such

notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. (refer to Attachment F).

#### **4.0 PERFORMANCE REQUIREMENTS SUMMARY**

A standard level of performance will be required of CONTRACTOR in the areas of gang intervention services. Attachment B summarizes the required services, performance indicator, acceptable quality level, monitoring methods to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in assessment of liquidated damages against CONTRACTOR by COUNTY.

#### **5.0 QUALITY CONTROL PLAN**

The CONTRACTOR shall provide a Quality Control Plan to ensure that the requirements of the contract are met. The plan shall be submitted as a part of the proposal. An updated copy must be provided to the COUNTY Contract Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to:

- 5.1 An inspection system covering all the services listed in the Performance Requirements Summary (refer to Attachment B). It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspections.
- 5.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 5.3 A file of all evaluations conducted by CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Attachment A, Section 27.0, "Record Retention and Inspection".
- 5.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of CONTRACTOR'S employees or other unusual occurrence (i.e. power loss) which would result in the CONTRACTOR being unable to perform the contracted work.
- 5.5 The methods for ensuring that confidentiality of employee records are maintained while in the care of CONTRACTOR'S employees.

5.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

## **6.0 QUALITY ASSURANCE**

The COUNTY or its agent may evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

## **7.0 CONFIDENTIALITY**

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

### **7.2 Confidentiality of Juvenile Records**

By State law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code Sections 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to any individual is to be in any way relayed to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

7.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Refer to Attachment C) regarding the confidentiality of the information in the juvenile records. Copies of this form are to be sent to Contract Manager within five (5) business days of start of employment

7.3 The CONTRACTOR shall be responsible for safeguarding all information that it produces or that is received from, produced by or provided by the COUNTY.

7.4 CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law.

7.5 CONTRACTOR shall not disclose to any party information identifying, characterizing or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in COUNTY'S systems, or to any safeguard, counter-measure, contingency plan, policy, or procedure contemplated or implemented by COUNTY. The provisions of this subsection shall survive the expiration or termination of this contract.

## **8.0 RECOGNIZED HOLIDAYS**

The CONTRACTOR may be required to provide services on COUNTY-recognized holidays. These holidays change from year to year. The COUNTY Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays for the succeeding years.

## **9.0 RIGHT OF INSPECTION**

COUNTY'S Contract Manager shall have the right at all times to inspect any work performed or being performed by CONTRACTOR.

### **9.1 Government Observations**

COUNTY and/or personnel from other governmental jurisdictions, other than COUNTY'S Contract Manager, may from time to time be authorized by COUNTY to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR performance.

## **10.0 USE OF COUNTY SEAL AND PROBATION DEPARTMENT LOGO**

The CONTRACTOR shall not use or display the official seal of the COUNTY or the Probation Department's logo on any of its letterheads or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of the Chief Probation Officer.

## **11.0 DEFINITIONS**

11.1 Contract Discrepancy Report (CDR) - As used herein, the term "Contract Discrepancy Report" shall mean a report prepared by the Probation Department's Contract Manager to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR within ten (10) days, or as otherwise specified by the Contract Manager, explaining the problem, outlining the remedial action being taken to

resolve the problem and how recurrence of the problem will be prevented.

- 11.2 Contract Manager – As used herein, the term “Contract Manager” shall mean the Probation representative responsible for the daily management of contract operation and overseeing monitoring activities.
- 11.3 Contract Start Date - The date the CONTRACTOR begins work in accordance with the terms of the contract.
- 11.4 Mandatory Terms - As used herein, the use of the terms "must" and "will" in this document are synonymous with "shall" and "mandatory".
- 11.5 Project Director – As used herein, the term “Project Director” is the CONTRACTOR’S officer or employee responsible for administering the contract after contract award.
- 11.6 Rules and Regulations - As used herein, the term "rules and regulations" shall mean the terms and conditions of program participation as approved and adopted by the Board of Supervisors, pursuant to PC 1203.016.
- 11.7 Subcontractor - As used herein, the term "Subcontractor" shall mean any person, entity, or organization to which the CONTRACTOR has delegated any of its obligations hereunder in accordance with Attachment A, Section 18.0.

## **12.0 COUNTY FURNISHED PROPERTY/EQUIPMENT**

The COUNTY shall provide CONTRACTOR no real property and/or equipment necessary to perform the services required by the Performance Work Statement.

## **13.0 CONTRACTOR FURNISHED ITEMS**

The CONTRACTOR shall furnish all personnel and equipment necessary to perform all services required by the Performance Work Statement.

## **14.0 LAWS AND LIMITATIONS**

CONTRACTOR shall be required to comply with all applicable local, State, and Federal laws and regulations including California Penal Code Sections 1203.016, 1208.2, 1208.3, 1208.5, 2900.5, etc. The CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules, and regulations governing the agencies and departments involved. Where the CONTRACTOR believes changes in codes, laws, rules, and regulations are needed to effect desirable improvements, he/she shall so indicate. Such



changes, if deemed appropriate, shall be sought by the COUNTY at its discretion.

#### **15.0 CONTRACT SUM**

The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes, shall not exceed \$273,527. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

#### **16.0 TARGET AREAS, POPULATION, AND FUNDING ALLOCATIONS**

The CONTRACTOR will provide gang intervention services in School Cluster 5, San Gabriel Valley service area, through its Collaborative. CONTRACTOR, through its Collaborative, shall also provide services in communities contiguous to the above-mentioned areas as directed by the Probation Department. The names and addresses of schools and communities in School Cluster 5 that the program participants may come from are listed on Attachment E. The service area may be modified by mutual agreement between COUNTY and CONTRACTOR during the term of the contract.

CONTRACTOR, through its Collaborative, shall be responsible for serving at a minimum sixty (60) individual gang-involved youth each year, and youth for each year are mutually exclusive.

There is a total maximum amount of \$273,527 available through the Comprehensive Multi-Agency Juvenile Justice Plan authorized by the JJCPA to be used as follows: \$259,697 for services directly related to gang intervention activities and \$13,830 for supplemental transportation expenses incurred in connection with this contract. Of the \$259,697, at least \$103,879 must be subcontracted by the CONTRACTOR to the participating CBOs of the Collaborative.

#### **17.0 CONTRACT PAYMENTS**

17.2 The contract payments under the terms of this contract will be the total monetary amount payable to the CONTRACTOR by COUNTY for the provision of gang intervention services to youth gang members.

17.2 Payment to the CONTRACTORS will be made in arrears on a monthly basis, the set rates less any amount deducted for substandard performance as determined by the performance requirements. (Refer to Attachment B)

17.3 Notwithstanding said limitation of funds, the CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

**18.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT**

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

Further, CONTRACTOR shall notify COUNTY when the contract amount has been incurred up to seventy-five percent (75%) of the contract total, and when the contract is within six (6) months of expiration.

**19.0 CONTRACT TERM**

19.1 Subject to the termination provisions set forth in Attachment A, Standard Terms and Conditions, (Sections 7.0, 8.0, 9.0, 10.0, and 12.0 and financial limitations imposed by Sections 16.0 and 41.0), the term of this contract shall commence December 1, 2003 through June 30, 2004. Contingent upon available funding, it may be extended by the Chief Probation Officer upon mutual agreement for two (2) additional twelve (12) month periods.

19.2 Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

19.3 The CONTRACTOR shall notify COUNTY when this contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY.

## **20.0 EXTENSION OF CONTRACT**

The term of the contract may be extended on a month-to-month basis, not to exceed six (6) months, upon mutual agreement between the COUNTY and the CONTRACTOR. The Chief Probation Officer has the authority to sign the extension for the COUNTY. All charges on the current contract shall remain in effect for the duration of the extension.

## **21.0 FAILURE TO EXTEND CONTRACT**

The contract may be terminated by the CONTRACTOR and COUNTY through failure of parties to mutually agree to extend the contract for another twelve (12) month period.

## **22.0 DISPUTES**

Any disputes between CONTRACTOR and the COUNTY regarding the performance of services shall be mutually resolved by the COUNTY Contract Manager and the Project Director for the CONTRACTOR. In the event no mutual agreement can be reached, the decision of the COUNTY Contract Manager shall prevail.

## **23.0 REGULATIONS**

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

## **24.0 STANDARD TERMS AND CONDITIONS**

Standard Terms and Conditions for Los Angeles County service contracts are attached hereto as Attachment A.

## **25.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment I of this contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## 26.0 MERGER

The documents as stated below form a part of this contract. In the event of any conflict in the definition or interpretation of any word, responsibility, service, or schedule between the contract and the following attachments, said conflict or inconsistency shall be resolved by giving precedence first to the contract, then to Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R, according to the order that they appear and CONTRACTOR'S proposal dated September 3, 2003 which is incorporated herein by reference as part of this contract.

This contract and the attachments hereto constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this contract.

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**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has executed these presents by causing them to be subscribed by the Chairman, the Seal of said Board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this contract to be signed by its duly authorized officers the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

Violet Varona-Lukens  
Executive Officer-Clerk of the  
Board of Supervisors

By \_\_\_\_\_  
Deputy

ASIAN YOUTH CENTER

By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
COUNTY COUNSEL

By \_\_\_\_\_  
Gordon W. Trask  
Principal Deputy  
County Counsel

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## **ATTACHMENT A. STANDARD TERMS AND CONDITIONS**

### **1.0 TERM**

Subject to the termination provisions set forth herein, (Sections 7.0, 8.0, 9.0, 10.0, and 12.0 and financial limitations imposed by Sections 16.0 and 41.0), the term of this contract shall commence December 1, 2003 through June 30, 2004. Contingent upon available funding, it may be extended by the Chief Probation Officer upon mutual agreement for two (2) additional twelve (12) month periods.

The term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

### **2.0 ADMINISTRATION**

The requirements are set forth in Part A (Performance Work Statement).

### **9.0 CONTRACTOR'S SERVICES**

CONTRACTOR shall provide services for the COUNTY in the manner and form described in this contract and all attachments hereto.

### **10.0 CONTRACT PAYMENT**

The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACT for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes, shall not exceed \$273,527. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

### **11.0 INVOICES AND PAYMENTS**

CONTRACTOR shall invoice COUNTY monthly in arrears for work performed and for supplying services specified herein and priced in accordance with Part A, Section 4.0. CONTRACTOR shall prepare monthly invoices, which shall include the monthly charges owed to CONTRACTOR by COUNTY under the terms of this contract. Deductions for performance variance in favor of COUNTY shall be



applied against the monthly charges and shall be calculated upon the formula set forth in Attachment B, "Performance Requirements Summary." Within thirty (30) days following receipt of and upon processing the proper invoice, COUNTY shall pay to CONTRACTOR, the monthly charges less the deductions for performance variance, subject to the auditing requirements of the County Auditor-Controller. All invoices under this contract shall be submitted to the Probation Department representative designated at time of contract award.

## **12.0 TAX LIABILITY LIMITATION**

COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes which may be imposed in connection with or resulting from this contract or CONTRACTOR'S performance hereunder.

## **13.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

- 7.1 Performance of services under this contract, may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) day prior written Notice of Termination specifying the extent to which to which performance of work is terminated, and the date upon which such termination becomes effective.
- 7.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
  - 7.2.1 Stop services under this contract on the date and to the extent specified in the Notice of Termination.
  - 7.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 7.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
- 7.4 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid

CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

- 7.5 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of contractor, all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years after completion of the contract, or until such time as all audits are complete, whichever is later. In the event that records are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.

## **8.0 TERMINATION FOR DEFAULT OF CONTRACTOR**

- 8.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances:
- 8.1.1 If CONTRACTOR fails to perform the service within the time specified or any extension thereof; or
- 8.1.2 If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
- 8.2 In the event COUNTY terminates this contract in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated, and CONTRACTOR shall be liable to COUNTY for any excess costs for such similar services.
- 8.3 If, after notice of termination of this contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of

termination had been issued pursuant to the "Termination for Convenience of the County".

## **9.0 TERMINATION FOR DEFAULT FOR INSOLVENCY**

9.1 COUNTY may cancel this contract for default in the event of the occurrence of any of the following:

9.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

9.1.2 The filing of a voluntary petition to bankruptcy;

9.1.4 The appointment of a Receiver or Trustee for CONTRACTOR;

9.1.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

9.2 The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

## **11.0 TERMINATION FOR IMPROPER CONSIDERATION**

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or making of any determinations with respect to CONTRACTOR'S performance pursuant to the contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**11.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706,031 and Family Code Section 5246(b).

**12.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 11.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to Section 8.0 TERMINATION FOR DEFAULT OF CONTRACTOR.

**13.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. COUNTY'S Child Support Services Department will supply CONTRACTOR with the poster to be used.

#### **14.0 DETERMINATION OF CONTRACTOR RESPONSIBILITY**

- 14.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.
- 14.2 CONTRACTORS are hereby notified that, in accordance with Chapter 2.202 of the County Code (Attachment G), the COUNTY may determine whether the CONTRACTOR is responsible based on a review of the CONTRACTOR'S performance on any contracts, including but not limited to COUNTY contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the CONTRACTOR against public entities. Labor law violations which are the fault of subcontractors and of which the CONTRACTOR had no knowledge shall not be the basis of a determination that the CONTRACTOR is not responsible.
- 14.3 The COUNTY may declare a CONTRACTOR to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the CONTRACTOR has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform this contract with the COUNTY or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the COUNTY or any other public entity.
- 14.4 If there is evidence that the highest ranked CONTRACTOR may not be responsible, the Department shall notify the CONTRACTOR in writing of the evidence relating to the CONTRACTOR'S responsibility, and its intention to recommend to the Board of Supervisors that the CONTRACTOR be found not responsible. The Department shall provide the CONTRACTOR and/or the CONTRACTOR'S representative with an opportunity to present evidence as to why the CONTRACTOR should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation. If the CONTRACTOR fails to avail itself of the opportunity to rebut the Department's evidence, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 14.5 If the CONTRACTOR presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the CONTRACTOR shall reside with the Board of Supervisors.

14.7 These terms shall also apply to proposed subcontractors of CONTRACTORS on COUNTY contracts.

## **15.0 CONTRACTOR DEBARMENT**

15.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code (Attachment G), the COUNTY may debar the CONTRACTOR from bidding on other COUNTY contracts for a specified period of time, not to exceed three (3) years, and the COUNTY may terminate any or all of the CONTRACTOR'S existing contracts with COUNTY, if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

15.2 If there is evidence that the highest ranked CONTRACTOR may be subject to debarment, the Department shall notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment, and shall advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

15.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

15.4 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

15.5 These terms shall also apply to proposed subcontractors of CONTRACTOR on COUNTY contracts.

## **17.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

COUNTY'S obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30<sup>th</sup> of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this contract extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30<sup>th</sup> of the then current fiscal year. COUNTY shall notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

## **17.0 INDEPENDENT CONTRACTOR STATUS**

This contract is by and between the County of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this contract.

## **18.0 SUBCONTRACTING**

- 18.1 No performance of this contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of the terms of this contract without the express written consent of COUNTY shall be null and void and shall constitute a breach of the terms of this contract. In the event of such a breach, this contract may be terminated forthwith.
- 18.2 In the event COUNTY should consent to subcontracting, each and all of the provisions of this contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
- 18.3 In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

## **19.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to the demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this contract.

## **20.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR'S own expense.

20.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the Los Angeles County Probation Department, 9150 East Imperial Highway, Room B62, Downey, California 90242, Attention: Martin Corral, prior to commencing services under this contract. Such certificates or other evidence shall:

- 20.1.1 Specifically identify this contract.
- 20.1.2 Clearly evidence all coverages required in this contract.
- 20.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate or insurance.
- 20.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, it's Special Districts, its officials, officers and employees as insureds for all activities arising from this contract.
- 20.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and



related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 20.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 20.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 20.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 20.4.1 Any accident or incident relating to services performed under this contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- 20.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this contract.
- 20.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- 20.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this contract.
- 20.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

20.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this contract meet the insurance requirements of this contract by either:

20.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

20.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **21.0 INSURANCE COVERAGE REQUIREMENTS**

21.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limit of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

21.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

21.3 Workers Compensation and Employees Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – Each Employee:	\$1 million

## **22.0 COVENANT AGAINST CONTINGENT FEES**

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this contract and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## **23.0 GOVERNING LAWS**

This contract shall be construed in accordance with and governed by the laws of the State of California.

## **24.0 COMPLIANCE WITH LAWS**

24.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

24.2 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR, its employees, agents, or subcontractors of such laws, rules, regulations and ordinances.

## **25.0 CHANGES AND AMENDMENTS OF TERMS**

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

25.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.

25.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.

25.3 As used herein, the term “materially” is defined as being a change of more than twenty-five (25%) percent of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY’S Chief Probation Officer warrants execution by the Board of Supervisors.

## **26.0 ASSIGNMENT**

This contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the written consent of the other party and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this contract, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim which one party may have against the other.

## **27.0 RECORD RETENTION AND INSPECTION**

Within ten (10) days of a written request from COUNTY, CONTRACTOR shall allow COUNTY or authorized State and Federal agencies or any duly authorized representative to have access to and examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this contract. Such material, including all pertinent cost accounting, financial records and proprietary data, shall be kept and maintained by CONTRACTOR for a period of five (5) years after completion of this contract, or until such time as all audits are complete, whichever is later. In the event records are located outside the County of Los Angeles, CONTRACTOR shall pay COUNTY for travel and per diem costs connected with any inspection or audit.

## **28.0 AUDIT**

At any time during the term of this contract or at any time after the expiration or termination of this contract, authorized representatives of COUNTY may conduct an audit of CONTRACTOR regarding the services provided to COUNTY.

## **29.0 DISCLOSURE OF INFORMATION**

CONTRACTOR shall not disclose any details in connection with this contract to any party except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR’S need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this contract within the following conditions:

29.1 CONTRACTOR shall develop all publicity material in a professional manner.

29.2 During the course of performance on this contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of the Chief Probation Officer or his designee.

### **30.0 NOTICE OF DELAYS**

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

### **31.0 VALIDITY**

The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision.

### **32.0 WAIVER**

No waiver of a breach of any provision of this contract by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this contract. Failure of COUNTY to enforce at any time, or from time to time, any provision of this contract shall not be construed as a waiver thereof. The remedies of COUNTY herein reserved shall be cumulative and additional to any other remedies in law or equity.

### **33.0 NOTICES**

33.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business as designated in its response to this Request for Proposal, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Chief Probation Officer  
Los Angeles County Probation Department  
9150 E. Imperial Highway  
Downey, CA 90242

33.2 In the event of suspension or termination of the contract, notices may also be given upon personal delivery by COUNTY to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

33.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

#### **34.0 IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 P.L. 99-603). CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulation as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

#### **35.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program, or activity supported by this contract.

#### **36.0 NONDISCRIMINATION IN EMPLOYMENT**

36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

36.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during

employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates or pay or other forms of compensation and selection of training, including apprenticeship.

- 36.3 CONTRACTOR shall deal with its subcontractors, CONTRACTORS, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap or marital status, or political affiliation.
- 36.4 CONTRACTOR shall give COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State and Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this contract.
- 36.6 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this contract, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this contract.

### **37.0 CONFLICT OF INTEREST**

CONTRACTOR represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this contract.

### **38.0 COMPLETION OF CONTRACT**

- 38.1 If CONTRACTOR is not expected to continue to provide services beyond the end of the current contract, at least thirty (30) days prior to the end of

the current contract, CONTRACTOR shall provide the consulting services to Probation personnel for orientation to ensure a smooth transition from CONTRACTOR providing services back to the COUNTY or another contractor. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested, all reports, documents, data files and computer systems developed and/or used in connection with CONTRACTOR'S performance hereunder.

- 38.2 Upon expiration of the contract, or in the event of termination, on the demand of the COUNTY Contract Manager, all files and related documents, reports, records, correspondence, policies and procedures manuals, and all other documents relating to the operations of services under the contract shall be returned to the COUNTY as the Contract Manager may direct. All the materials described above shall be understood to be the property of COUNTY.
- 38.3 Upon expiration or termination of the contract, CONTRACTOR shall deliver to COUNTY all client folders, including all work completed or in progress within fifteen (15) business days after termination of the contract.
- 38.4 If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to fifty percent (50%) of the last months' payment as liquidated damages.

### **39.0 COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each County lobbyist and County lobbying firm as defined in Los Angeles Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR and any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which County may immediately terminate or suspend this contract. (Refer to Attachment N.)

### **40.0 CONFIDENTIALITY**

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billings, COUNTY records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached "Confidentiality of CORI Information" (Attachment C).



#### **41.0 BUDGET REDUCTIONS**

In the event that County's Board of Supervisors adopts a Revised Fiscal Year 2003/2004 County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2003/2004 services provided by CONTRACTOR under this contract. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the contract.

#### **42.0 AUTHORIZATION WARRANTY**

CONTRACTOR represents and warrants that the signatory to this contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

#### **43.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (refer to Attachment F).

#### **44.0 RECYCLED PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the contract.

#### **45.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

##### **45.1 Jury Service Program**

This contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment J and incorporated by reference into and made a part of the contract.

##### **45.2 Written Employee Jury Service Policy**

45.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR"

as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

45.2.2 For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for the purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

45.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of

“CONTRACTOR” and/or that CONTRACTOR continues to qualify for an exception to the Program.

- 45.2.4 CONTRACTOR’S violation of this Section of the contract may constitute a material breach of the contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

#### **46.0 NEPOTISM**

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person’s immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

#### **47.0 MERGER**

This contract (and other relevant documents to be determined) which are incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this contract.

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## **ATTACHMENT B**

### **PERFORMANCE REQUIREMENTS SUMMARY**

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of COUNTY surveillance; and the liquidated damages for not meeting the AQLS.

#### Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance which may be used, but not limited to, are:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings

#### Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in Attachment B (Chart). When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. CONTRACTOR will pay COUNTY for liquidated damages as provided herein.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

### Liquidated Damages

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQL'S, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, liquidated damages shall be paid by CONTRACTOR as set forth in Attachment B (Chart).

The CONTRACTOR will be notified promptly of any performance variance identified.

### Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed at no additional cost to COUNTY.

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## ATTACHMENT B

### PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor is providing gang intervention services for School Cluster 5 in designated focus area. (Part A, 2.1)	100% Adhere to County requirements	5%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor has mobilized a network of CBOS, parents, youth & school officials to provide required services. (Part A, 2.2.1)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor is providing homework assistance, tutoring, and literacy training. (Part A, 2.2.2.1)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor is employing community workers/gang intervention workers. (Part A, 2.2.3)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor is providing mentoring, counseling, and after-school and weekend activities. (Part A, 2.2.3.3, 2.2.3.4)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor is providing gender specific and culturally sensitive activities. (Part A, 2.2.4)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Through its Case Coordinator, contractor is providing complete service coordination for each case as required. (Part A, 2.2.5)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor is providing access to transportation as required. (Part A, 2.2.6)	100% Adhere to County requirements	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor is subcontracting with a minimum of two CBOs. (Part A, 2.3.1)	100% Adhere to County of Los Angeles requirements	0%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
CONTRACTOR'S subcontracted CBOs meet the Minimum CBO Requirements. (Part A, 2.3.2)	100% Adhere to County of Los Angeles requirements	0%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor is providing data for evaluation (Part A, 2.4)	100% Adhere to County of Los Angeles requirements	0%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Monthly Self-Monitoring Report (Part A. 2.4)	100% Completed monthly reports on time	5%	User and/or Staff Random Inspections - Random and/or judgmental samplings	Up to \$100 per employee per occurrence.
Employee Benefits Form (Part A, 3.6)	100% Adhere to County requirements	0%	User and/or Staff - Random Inspections	Up to \$100 per employee per occurrence.
No contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously. (Part A, 3.7.1)	100%	0%	User and/or Staff Random Inspections	Up to \$100 per employee per occurrence.
Personnel assigned to provide service under this contract shall be fingerprinted prior to employment. (Part A, 3.7.2)	100%	0%	User and/or Staff Random Inspections	Up to \$100 per employee per occurrence.

REQUIRED SERVICES	STANDARD	MAXIMUM DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET THE AQL
Contractor shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. (Part A, 3.7.6)	100%	0%	User and/or Staff Random Inspections	Up to \$100 per employee per occurrence.
Contractor shall reimburse County for record check (Part A, 3.7.7)	100%	0%	User and/or Staff Random Inspections	Up to \$100 per employee per occurrence.
Quality Control Plan (Part A, 5.0)	100% Adhere to County requirements	0%	User and/or Staff Complaints Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence.
Contractor in compliance with Standard Terms and Conditions (Attachment A)	100% Adhere to County requirements	0%	User and/or Staff Random Inspections - Random and/or judgmental	Up to \$50 per occurrence.



## ATTACHMENT C

### CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of the \_\_\_\_\_, during the legitimate course of your duties, you will have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized. Any employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

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Signature

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Name (Print)

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Classification

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Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

**ATTACHMENT D**

**EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER**

I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, \_\_\_\_\_ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
Signature

NAME: \_\_\_\_\_  
Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

Copy must be forwarded by CONTRACTOR to County Workers' Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010 within five (5) business days.

**ATTACHMENT E**  
**(Page 1 of 2)**

**SCHOOL CLUSTER 5**

Alhambra High School 101 S. Second St. Alhambra 91801	Glendale High 1440 E. Broadway Glendale 91205	Muir High 1905 Lincoln Ave. Pasadena 91103	Edgewood Middle 1625 W. Durnes St. West Covina 91790
Antelope Valley High 2121 N. Division St. Lancaster 93535	Highland High 39055 25 <sup>th</sup> St. W. Palmdale 93551	Palmdale High 2137 E. Avenue R Palmdale 93543	Juniper Intermediate 39066 N. Palm Tree Way Palmdale 93551
Blair High 1201 S. Marengo Pasadena 91106	Hoover High 651 Glenwood Road Glendale 91202	Rex Paris High 10801 E. Avenue R Littlerock 93543	Las Palmas Middle 641 N. Lark Ellen Ave. Covina 91722
Burbank High 902 N. Third St. Burbank 91502	Lancaster 4701 32 <sup>nd</sup> St. W. Lancaster 93536	Rose City (Cont.) 325 S. Oak Knoll Ave Pasadena 91109	Piute Middle 425 East Ave. H-1 Lancaster 93535
Chatsworth High 10027 Lurline Ave. Chatsworth 91311	Littlerock High 10833 E. Avenue R. Littlerock 93543	San Gabriel High 801 Ramona St. San Gabriel 91766	Sierra Vista Middle 777 E. Puente Ave. Covina 91723
Daily, Allan (Cont.) 220 North Kenwood Glendale 91206	Mark Keppel 501 E. Hellman Ave. Alhambra 91801	West Covina High 1609 E. Cameron Ave. West Covina 91791	Traweek Middle 1941 E. Rowland Ave. West Covina 91791
Desert Winds High-Main 45030 N. Third St. East Lancaster 93535	Monrovia High 845 W. Colorado Blvd. Monrovia 91016		

**ATTACHMENT E**  
**(Page 2 of 2)**

**COMMUNITIES SERVED BY SCHOOL CLUSTER 5**

<b>Incorporated Cities</b>	<b>Unincorporated Areas</b>	<b>Unincorporated Areas (cont.)</b>	<b>Unincorporated Areas (cont.)</b>	<b>Los Angeles City</b>
Alhambra	Acton	Juniper Hills	Saugus	Canoga Park (portion)
Arcadia	Agua Dulce	Kagel Canyon	Soledad	Chatsworth (portion)
Bradbury	Alpine	Kinneola Mesa	South Monrovia (islands)	Eagle Rock
Burbank	Altadena	La Crescenta	South San Gabriel	Granada Hills
Claremont	Antelope Acres	Lake Hughes	Stevenson Ranch	Olive View Hospital
Covina	Big Pines	Lake Los Angeles	Sulphur Springs	Porter Ranch
Duarte	Bouquet Canyon	Lakeview	Sun Village	Sunland (portion)
Glendale	Canyon Country	Lang	Sylmar (portion)	Tujunga
Glendora	Castaic	Leona Valley	Three Points	
Lancaster	Castaic Junction	Littlerock	Twin Lakes	
Los Angeles (portion)	Charter Oak (islands)	Llano	Val Verde	
Monrovia	Citrus (islands)	Longview	Valencia	
Palmdale	Crystallaire	Montrose	Valinda (portion)	
Pasadena	Deer Lake	Neenach	Valyermo	
San Dimas	Highlands Del Sur	Newhall	Vasquez Rocks	
San Gabriel	East Pasadena	North Claremont	West Arcadia (islands)	
San Marino	East San Gabriel	Northeast San Dimas	West Chatsworth	
Santa Clarita	Elizabeth Lake	Pearblossom	West Pomona (islands)	
Sierra Madre	Fairmont	Placerita Canyon	White Fence Farms	
South Pasadena	Forrest Park	Quartz Hill	Wilsona Gardens	
Temple City	Gorman	Redman	Wrightwood	
Walnut	Green Valley	Roosevelt		
West Covina	Hi Vista	San Pasqual		

**ATTACHMENT F**

**Attachment F (Notice 1015)**

## **ATTACHMENT G**

### **Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT**

#### **2.202.010 Findings and Declarations.**

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

"Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.

"Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

"Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

"Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

"County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.

"Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.030 Determination of Contractor Non-Responsibility.**

Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.

Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the CONTRACTOR'S acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.040 Debarment of Contractors.**

The county may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the county.

The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the county; (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business

integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the CONTRACTOR'S acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

#### **2.202.060 Severability.**

**If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)**



## ATTACHMENT H

### DEBARRED VENDOR'S REPORT

#### LEAD CONTRACTOR:

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<b>Vendor Name:</b>	<u>Shobie Enterprises DBA Seahawk Construction</u>	
Principal Owners:	Shamir Ahmad Qazi	
Debarment Start Date:	April 30, 2002	Debarment End Date: April 30, 2005

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<b>Vendor Name:</b>	<u>Automation Data Solutions</u>	
Principal Owners:	Renee Setero	
Debarment Start Date:	March 4, 2003	Debarment End Date: March 3, 2006

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<b>Vendor Name:</b>	<u>2X, Inc. a.k.a. LA Internet, Inc.,</u> <u>2X Access</u> <u>Internet Business International</u> (Referred to collectively as "LA Internet")	
Principal Owners:	Ken Reda Albert Reda Louis Cherry	
Debarment Start Date:	September 9, 2003	Debarment End Date: September 8, 2006

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ATTACHMENT I  
Safely Surrendered Baby Law

**Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE****2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.050 Other Provisions.**

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.070. Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

**Bid Detail Information****Bid Number :** 6400308**Bid Title :** Gang Intervention Services in School Cluster 5 through the Juvenile Justice Crime Prevention Act (JJCPA)**Bid Type :** Service**Department :** Probation**Commodity :** YOUTH CARE SERVICES**Open Date :** 8/1/2003**Closing Date :** 9/3/2003 12:00 PM**Bid Amount :** \$ 273,527**Bid Download :** Not Available

**Bid Description :** REQUEST FOR PROPOSALS (RFP) TO PROVIDE GANG INTERVENTION PROGRAM SERVICES FOR SCHOOL CLUSTER #5 TO THE ANGELES COUNTY PROBATION DEPARTMENT RFP #6400308

The Probation Department is soliciting Request for Proposals (RFP) from qualified CONTRACTORS to provide Gang Intervention Services targeted at youth gang members for the County of Los Angeles Probation Department. Funding for these services is provided through the Comprehensive Multi-Agency Juvenile Justice Plan authorized by the Juvenile Justice Crime Prevention Act (JJCPA). CONTRACTORS shall serve as Lead Agencies for two (2) community-based collaborative efforts (Collaboratives) assembled to provide gang intervention services. Each Collaborative will have one (1) Lead Agency. COUNTY will accept community-based organizations (CBOs) who have or will have a 501 (c) IRS exemption at the time of contract execution. The Collaborative will focus its efforts on the service area within the geographical area hereinafter known as School Cluster #5. The service areas for which are hereby solicited in School Cluster #5 are San Gabriel Valley and Santa Clarita/San Fernando. CONTRACTORS, through their Collaboratives, shall also provide services in communities contiguous to the above-mentioned areas as directed by the Probation Department based on need for services. Service areas may be modified by mutual agreement between COUNTY and CONTRACTOR during the term of the contract.

The Probation Department requires CONTRACTORS to provide gang intervention services targeted at youth gang members to reduce gang violence, crime, and delinquency. CONTRACTORS will emphasize parent accountability and pro-social parenting skills by working with parents of participants. CONTRACTORS, through their Collaboratives, must provide the required program services for youth in the schools and/or communities that comprise School Cluster #5, San Gabriel Valley and Santa Clarita/San Fernando areas. Program participants must belong to gangs or be involved in gang activities. The Probation Department's Gang Unit as well as the School-Based Deputy Probation Officers will refer participants for the program to the CONTRACTORS according to the community the youth resides in. Deputy Probation Officers (DPOs) will provide oversight and case management of the required services. The CONTRACTORS will be responsible for providing competent staff to fulfill the contract.

The Lead Agencies must be CBOs with a proven and established track record and experience in working with gang involved youth. The services will be provided by community workers/gang intervention workers (social intervention) who have the skills to work with youth and their families, school officials, probation officers, law enforcement agencies and other service providers. Probation and the community/intervention workers will develop a partnership to implement a gang intervention strategy. The community/intervention workers will work with school officials, public park staff, public housing authority staff, law enforcement agencies, faith-based organizations and Probation in providing a menu of gang intervention services. These services will be focused on involving identified gang youth in pro-social activity and behavior aimed at enhancing school readiness and school performance, and in reducing their involvement in gang activity.

The CONTRACTOR(S) awarded the contracts shall select the participating CBOs for their Collaboratives from a list of interested agencies compiled by the Probation Department through a Request for Information (RFI) process. Only CBOs on the list will be eligible to provide services through the Collaboratives. The CBOs selected by each CONTRACTOR must meet the Minimum Community-Based Organization Requirements established by the Probation Department in the RFP. The CONTRACTORS shall be responsible for ensuring that the CBOs they select meet the minimum requirements as described in the RFP. The COUNTY will have final approval of CBOs selected by each CONTRACTOR to participate in their Collaborative. The Probation Department will provide the CONTRACTORS with the list of interested CBOs upon contract award and approval by the Board of Supervisors.

The contracts will be awarded by competitive negotiations and recommended to the Los Angeles County Board of Supervisors for award, as authorized by California Code Section 31000. The CONTRACTORS conformance with RFP minimum requirements, agreement to collaborate with CBOs who meet the minimum requirements set forth in the RFP, proposed plan for providing required services; financial considerations; experience and capability; references; and quality control plan will be considered in the award of the contracts.

CONTRACTORS must submit separate proposals for each of the two (2) service areas within School Cluster #5 for which services are being proposed. Combined proposals will not be accepted. Interested and qualified CONTRACTORS, who have demonstrated their experience in successfully providing services of this type are invited to submit proposals, provided they meet the minimum requirements.

For a copy of the RFP which establishes guidelines, criteria and procedures for proper application, contact:  
Martin Corral, Contract Analyst  
Los Angeles County Probation Department

(562) 940-2675

There will be a Mandatory Bidder's Conference where Probation representatives will be available to answer any questions about the RFP process and objectives. The Mandatory Bidder's Conference will be held on Tuesday, August 12, 2003, 9:30 a.m., Lynwood Regional Justice Center, 11701 Alameda Street, Lynwood, CA 90260. Those planning to attend must notify Mr. Corral by 4:00 p.m., PDST, Monday, August 11, 2003.

PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 P.M., PDST

ON WEDNESDAY, SEPTEMBER 3, 2003

Careful consideration will be given to all responsive proposals. We look forward to working with each of the qualified and interested firms.

**Contact Name :** Martin Corral

**Contact Phone# :** (562) 940-2675

**Contact Email :** [martin\\_corral@probation.co.la.ca.us](mailto:martin_corral@probation.co.la.ca.us)

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